

## AGENDA ITEM SUMMARY

**Department:** Department of Economic Sustainability


**Motion and Title: Staff recommends motion to approve:** an Agreement with The Center for Technology, Enterprise and Development, Inc. (TED Center) in the amount of \$151,000 for the period October 1, 2012 to September 30, 2013.

**Summary:** This Agreement will provide Community Development Block Grant (CDBG) Program funds for operational expenses for the development and expansion of microenterprises (defined as “commercial enterprises” that have five (5) or fewer employees) and small businesses. The TED Center is required to create a minimum of 11 full-time equivalent (FTE) jobs countywide of which at least 51% must be held by, or made available to, low and moderate income persons, and of which at least 51% must reside in the Palm Beach County CDBG jurisdiction during the term of the Agreement. The TED Center, a non-profit organization, is a business incubator with associated programs and services designed to improve the viability and strength of microenterprises and small businesses. The primary objective of the TED Center is to provide business resources and support services for business opportunities. The TED Center received \$171,100 in CDBG funds during Fiscal Year 2011-2012 and created 23 FTE jobs (based on their August 2012 progress report) which exceeded their 15 FTE job creation requirement.

Seabron Smith, an employee of The TED Center, serves on the Treasure Coast Regional Planning Council's Comprehensive Economic Development Strategy Committee (CEDS). This council provides no regulation, oversight, management, or policy-setting recommendations regarding the TED Center's Agreement. Disclosure of the contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. **This funding is projected to retain/create 18 jobs and have a five (5) year Economic Sustainability Impact of \$7,595,200. These are Federal CDBG funds which do not require a local match.** (Strategic Planning) Countywide (DW)

**Background and Justification:** On July 10, 2012, the Board of County Commissioners approved (R2012-0942) the FY 2012-2013 Action Plan for Palm Beach County (Action Plan). The Action Plan includes an allocation of \$539,376 to undertake Economic Development Activities. An amendment to the Action Plan completed on September 1, 2012, allocated funds to the TED Center. The TED Center was recommended for funding because of its uniqueness as a business incubator providing both in-wall and out-of-wall services to micro enterprises and small businesses on a Countywide basis.

1. Agreement with the Center for Technology, Enterprise and Development, Inc.

Approved By:  10/12/12  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$151,000				
External Revenues	(\$151,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No     


Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG70A/GY12

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

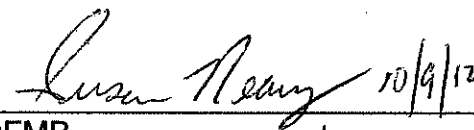
Source of funding is DES CDBG Economic Development Program funds.

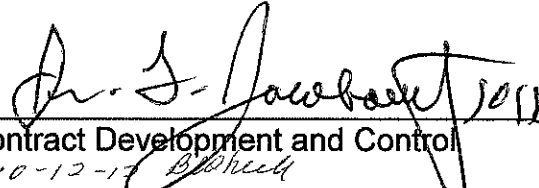
### C. Departmental Fiscal Review:

 10-31-12  
for 10/31/12 Shairette Major, Fiscal Manager I


## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

 10/9/12  
OFMB

 10/12/12  
Contract Development and Control  
10-12-12 B. Jacobson

### B. Legal Sufficiency:

 10/12/12  
Senior Assistant County Attorney

### C. Other Department Review:

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

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**THE CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, INC.**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **Palm Beach County** (hereinafter referred to as "**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.**, (hereinafter referred to as "**AGENCY**"), a not-for-profit duly organized and authorized to do business in the State of Florida, having its principal office at **401 West Atlantic Avenue, Suite 0-9, Delray Beach, FL 33444**, and its Federal Tax Identification Number as **65-0362710**.

**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 Center for Technology, Enterprise and Development, Inc.**, desire to provide the activities specified in Part II of this Agreement; and

**WHEREAS, Palm Beach County** desires to engage **The Center for Technology, Enterprise and Development, 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**

**A. DEFINITIONS**

- (1) "COUNTY" means **Palm Beach County**.
- (2) "CDBG" means the Community Development Block Grant Program.
- (3) "DES" means Palm Beach County Department of Economic Sustainability.
- (4) "AGENCY" means **The Center for Technology, Enterprise and Development, Inc.**
- (5) "DES Approval" means the written approval of the DES 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" means the definition set by U.S. HUD.
- (9) "Microenterprises" means a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise, and as further defined in 24 CFR 570.201(o)(1).

**B. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the AGENCY will implement the Scope of Services set forth within this Agreement. At least fifty-one percent (51%) of the jobs created through this Agreement must be held by low and moderate income persons.

**PART II**  
**SCOPE OF SERVICES, ELIGIBLE ACTIVITIES, AND NATIONAL OBJECTIVE**

**A. SCOPE OF SERVICES**

The AGENCY shall, in a satisfactory and proper manner as determined by DES, perform the tasks outlined in Exhibit "A" (attached hereto and incorporated by reference), and shall submit invoices using the Invoice Cover Sheet in Exhibit "B" (attached hereto and incorporated by reference).

**B. NATIONAL OBJECTIVE AND ELIGIBLE ACTIVITIES**

The Project is being carried out as assistance provided to a private non-profit business, eligible activities determined to be **Special Economic Development Activities**, 24 Code of Federal Regulations (CFR) 570.203(b) and **Microenterprise Assistance**, 24 CFR 570.201(o)(1). The AGENCY certifies that the eligible activities carried out under this Agreement will satisfy a National Objective by creating jobs where at least fifty-one percent (51%) of the jobs must be held by or made available to **low- and-moderate income persons**; and at least fifty-one percent (51%) of the jobs must be located within

Palm Beach County's CDBG Jurisdiction, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208 and 24 CFR 570.209, respectively.

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

A. MAXIMUM COMPENSATION

The AGENCY agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES-approved expenditures and encumbrances made by the AGENCY under this Agreement. Said services shall be performed in a manner satisfactory to DES, and, in no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **One Hundred Fifty-One Thousand Dollars (\$151,000)**. This Agreement shall commence on **October 1, 2012**, and expire on **September 30, 2013**. 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 expended by the expiration date of this Agreement shall automatically revert to the COUNTY.

B. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under HUD grant number B-12-UC-12-0004. The effective date shall be **October 1, 2012**, and the services of the AGENCY 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 AGENCY no later than **September 30, 2013**.

C. METHOD OF PAYMENT

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

The AGENCY shall bill the COUNTY on a monthly basis, in eleven (11) equal payments of **Twelve Thousand Five Hundred Eighty-Three Dollars (\$12,583.00) and one (1) payment of Twelve Thousand Five Hundred Eighty-Seven Dollars (\$12,587.00)**. Invoices shall be accompanied by a monthly status report summarizing the activities which were undertaken during the month, and as required by Exhibit "A". This monthly status report shall consist of fully executed copies of Invoice Cover Sheet (Exhibit "B"), Cumulative Job Creation (Exhibit "C"), Economic Development Compliance Table (Exhibit "D"), Record of Employee Hiring (Exhibit "E"), and Activity Summary Form (Exhibit "F"), all attached hereto and incorporated by reference.

Invoices received from the AGENCY pursuant to this Agreement will be reviewed and approved by DES to verify that services have been rendered in conformity with the Agreement. Approved invoices shall then be sent by DES to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the DES' approval. When original documents cannot be presented, the AGENCY must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by DES 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.

D. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The AGENCY 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 DES. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with DES. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the AGENCY shall notify DES in writing within thirty (30) days of receiving notification from the funding source and

submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said notification.

(2) FINANCIAL ACCOUNTABILITY

The COUNTY may have a financial systems analysis and/or an audit of the AGENCY 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 the project 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 AGENCY to DES and approved by DES prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and COUNTY laws and regulations. This includes ensuring that all AGENCY Agreements and fee schedules meet the minimum standards as established by the County and U.S. HUD. Agreements for architecture, engineering, survey, and planning shall be negotiated fixed fee Agreements. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Agreement." Reimbursables will be at cost.

None of the work or services covered by this Agreement, including but not limited to, AGENCY work or services shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(4) PURCHASING

All purchases of goods and services, including capital equipment, shall be made by purchase order or by a written agreement. The AGENCY will be required to secure up to three (3) qualified quotes for goods and services (if goods and services include equipment, each piece of equipment will require three separate quotes). The AGENCY must inform DES in writing (and include the purchase order or written agreement) of the vendor selected. The purchase order or written agreement must include the name / type of goods or services purchased and all costs associated with the purchase.

(5) PERSONNEL

The AGENCY 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 hereinunder shall be performed by the AGENCY 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 AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the AGENCY'S personnel (and all Subcontractors), while on County premises, shall comply with all County requirements governing conduct, safety, and security.

(6) REPORTS, AUDITS, AND EVALUATIONS

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

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

The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the AGENCY, and the AGENCY cannot submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DES shall have the right under this Agreement to suspend or terminate payments until the AGENCY complies with any additional conditions that may be imposed by the COUNTY or U.S. HUD.

(8) PRIOR WRITTEN APPROVALS - SUMMARY

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

- (1) All subcontracts and agreements pursuant to this Agreement; and
- (2) Requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A".

**PART IV  
GENERAL CONDITIONS**

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The AGENCY agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital 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, lower-income residents of the project areas 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 project areas shall be awarded Agreements in connection with the project. At a minimum, the AGENCY shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968, as amended.

B. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the AGENCY 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 compete for Agreements 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.

C. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the jobs created through this project must be held by, or made available to, low and moderate income persons, and must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. Upon DES request, the AGENCY shall provide written verification of compliance as described in Exhibit "A" of this Agreement.

D. EVALUATION AND MONITORING

The AGENCY agrees that DES shall carry out periodic monitoring and evaluation activities, as determined necessary by DES, during the term of this Agreement. Upon DES request, the AGENCY agrees to furnish and make copies or transcriptions of such records and information, as is determined necessary by DES. Additionally, the AGENCY shall submit information and status reports required by DES or U.S. HUD to enable DES to evaluate the AGENCY's progress and to enable DES to complete reports required by U.S. HUD. The AGENCY shall allow DES or U.S. HUD to monitor the AGENCY on site. Such site visits may be scheduled or unscheduled as determined by DES or U.S. HUD.

E. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the AGENCY to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the AGENCY expends over \$500,000 of Federal awards, the AGENCY shall comply with the provisions of OMB Circular A-133. The AGENCY shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the AGENCY's choosing, subject to DES' approval. In the event the AGENCY anticipates a delay in

producing such audit, the AGENCY shall request an extension in advance of the deadline. The cost of said audit shall be borne by the AGENCY. In the event the AGENCY is exempt from having an audit conducted under A-133, the AGENCY shall submit audited financial statements and/or DES reserves the right to conduct a "limited scope audit" of the AGENCY as defined by A-133. DES shall be responsible for providing technical assistance to the AGENCY, as deemed necessary by DES.

F. UNIFORM ADMINISTRATIVE REQUIREMENTS

The AGENCY agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

G. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures purchased, developed, prepared, assembled, or completed by the AGENCY for the purpose of this Agreement shall become the property of DES without restriction, reservation, or limitation of their use and shall be made available by the AGENCY at any time upon request by DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the AGENCY shall keep all documents and records for a period of not less than four (4) years after expiration of this Agreement [24 CFR Parts 570.502(b)(3)(ix)(A) and (B)].

H. INDEMNIFICATION

The AGENCY 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 AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The AGENCY 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, any activities and administration of the AGENCY.

I. INSURANCE REQUIREMENT

Unless otherwise specified in this Agreement, the AGENCY 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 AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The AGENCY 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 AGENCY agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The AGENCY 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 AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the AGENCY 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. AGENCY agrees this coverage shall be provided on a primary basis.

(3) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

(4) ADDITIONAL INSURED

The AGENCY 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 Department of Economic Sustainability**". The AGENCY agrees that the Additional Insured endorsements shall provide coverage on a primary basis.

(5) CERTIFICATE OF INSURANCE

The AGENCY 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 AGENCY shall agree that the COUNTY, by and through its Risk Management Department, in cooperation with DES, 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.

J. CONFLICT OF INTEREST

The AGENCY covenants that no person who presently exercises any functions or responsibilities in connection with the project 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 AGENCY. Any possible conflict of interest on the part of the AGENCY or its employees shall be disclosed in writing to DES 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.

K. CITIZEN PARTICIPATION

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

L. RECOGNITION

All property purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The AGENCY shall include a reference to the financial support herein provided by DES in all its publicity. In addition, the AGENCY will make a good faith effort to recognize DES support for all activities made possible with funds made available under this Agreement.

M. 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 these documents taken as a whole constitute the Agreement between the parties 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, which the COUNTY may revise from time to time, as required;
- (2) 48 CFR Part 31 – Contract Cost Principles and Procedures;
- (3) Palm Beach County Purchasing Ordinance;
- (4) Palm Beach County's Tangible Property Disposal Ordinance;
- (5) Community Development Block Grant Regulations (24 CFR Part 570), as amended;
- (6) The AGENCY's Incorporation Certificate; and
- (7) The AGENCY's Certificates of Insurance and Bonding.

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

N. DEFAULTS



The occurrence of any one or more of the following events shall constitute a Default hereunder:

- (1) Vacating, abandoning, or closing the AGENCY'S business.
- (2) Relocating the AGENCY'S existing business in Palm Beach County outside Palm Beach County.
- (3) Failure of the AGENCY to create the number of jobs as required in this Agreement.
- (4) Failure of the AGENCY to maintain the required number of jobs for **at least the entire one (1) year period** as required in this Agreement.
- (5) Failure of the AGENCY to submit to the COUNTY the written verification of job creation required in this Agreement.
- (6) Failure of the AGENCY to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement to be observed or performed by the AGENCY where such failure continues for a period of thirty (30) days after written notice thereof from the COUNTY to the AGENCY; provided, however, that if the nature of AGENCY'S default is such that more than thirty (30) days are reasonably required for its cure, then AGENCY shall not be deemed to be in default if the AGENCY commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.
- (7) The making by the AGENCY of any general assignment, or general arrangement for the benefit of creditors.
- (8) The filing by or against AGENCY of a petition to have the AGENCY adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against AGENCY, the same is dismissed within sixty (60) days).
- (9) The appointment of a trustee or receiver to take possession of substantially all of AGENCY'S assets where possession is not restored to AGENCY within thirty (30) days.
- (10) The attachment, execution or other judicial seizure of substantially all of AGENCY'S assets located within Palm Beach County where such seizure is not discharged within thirty (30) days.

O. REMEDIES

In the event of a Default by the AGENCY, the COUNTY may at any time thereafter terminate this Agreement. In such event, the COUNTY shall be entitled to recover immediately upon demand from the AGENCY or any party joining in or consenting to this Agreement, all sums paid by the COUNTY to the AGENCY, pursuant to this Agreement.

P. TERMINATION

In the event of termination, the AGENCY 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 AGENCY, and the COUNTY may withhold any payment to the AGENCY for set-off purposes until such time as the exact amount of damages due to the COUNTY from the AGENCY is determined.

- (1) 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 AGENCY shall repay the full value of this grant, unless otherwise specified by DES, within thirty (30) days of receiving the termination notice from the COUNTY.
- (2) 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 AGENCY 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 AGENCY has ceased or suspended its operation shall be made solely by the COUNTY, and the AGENCY, 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, the AGENCY shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the County.

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

Q. 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.

R. 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.

S. NOTICES  
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:

**Ed Lowery, Director**  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

With a copy to:

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

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

**Seabron Smith, Executive Director**  
The Center for Technology, Enterprise and Development, Inc.  
401 W. Atlantic Avenue, Suite 09  
Delray Beach, FL 33444

T. INDEPENDENT AGENT AND EMPLOYEES  
The AGENCY 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.

U. 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.

V. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs 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).

W. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY 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.

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.

X. COUNTY FUNDED PROGRAMS

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

Y. ANTI-PIRACY PROVISION

The AGENCY hereby certifies that it is in compliance with Section 105H of U.S.C. 5305 and 24 CFR 570.210 and 570.482 and 570.506 in that the CDBG grant will not cause the AGENCY to locate a facility, plant or operation, including the expansion of a business that will result in the loss of jobs from one Labor Market Area to another.

Z. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

AA. REGULATIONS: LICENSING REQUIREMENTS

The AGENCY 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. The AGENCY 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.

BB. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of seventeen (17) enumerated pages 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.

**THE REMAINDER OF PAGE IS 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 AGENCY has hereunto set its hand and seal the day and year above written.

(CORPORATE SEAL)

**THE CENTER FOR TECHNOLOGY,  
ENTERPRISE AND DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Seabron Smith, Executive Director

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
  
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Shelley Vana, Chair  
Board of County Commissioners

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

Document No.: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Economic Sustainability

By: \_\_\_\_\_  
Dawn S. Wynn  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Journey Beard, Director  
Contract Development and Quality Control

**EXHIBIT "A"**

**SCOPE OF SERVICES**

1. The AGENCY agrees to:

**A. PROJECT SCOPE**

Pursuant to the terms of this Agreement, the AGENCY shall be reimbursed for, including but not limited to, the following tasks: providing technical assistance; advice and business support services for microenterprise (as defined herein) and small business development; assisting in the establishment of businesses; and assisting with the drafting of business and marketing plans. For purposes of this contract, small businesses are defined as more than five (5) employees.

**The AGENCY further agrees that DES shall be the final arbiter on the AGENCY's compliance with the above.**

**B. JOB CREATION**

- (1) Subsequent to the effective date of this Agreement and within the contract period, the AGENCY shall as a result of its project scope, create a minimum of **eleven (11) full-time equivalent (FTE) jobs** and at least fifty-one percent (51%) of the jobs created must be held by, or made available to, low and moderate income persons, and at least fifty-one percent (51%) must reside in unincorporated Palm Beach County or in Municipalities participating in the COUNTY's Urban County Qualification Program.

A full-time job shall mean employment for a minimum of 2,080 hours per year and for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. Low and moderate income status is based on the person's income at the time of hire and is not affected by subsequent raises or promotions. **To be counted towards the job creation requirement, a newly created job must be maintained for a period of no less than one (1) year from the date of the initial hire.** In accordance with this Agreement, the jobs committed for creation cannot be counted or used toward receiving any additional Palm Beach County grants.

- (2) If the minimum FTE job requirement has not been met, or falls below the minimum, as required by this Agreement, the AGENCY shall be considered by the COUNTY to have breached this Agreement and the Agreement shall terminate. In the event of termination or breach of this Agreement, the AGENCY agrees that it shall, within sixty (60) days of the date of termination or breach of the Agreement, make restitution to the COUNTY the per job grant award (**or \$13,727.27 per job**) paid by the COUNTY to the AGENCY for each position not created and maintained as required by this Agreement.

**The provisions of this section shall survive the expiration of this Agreement.**

**C. REPORTS:** The AGENCY shall submit the following monthly reports listed below to DES along with the AGENCY's invoice requests:

- 1) Written verification of **Cumulative Job Creation** (Exhibit "C") during the contract period. This verification shall include company name, full-time or part-time, employee initials, job title, employee address, parcel control number, date of hire, salary at time of hire, family household income, number of household, low-moderate income level base, present salary, presently employed and date of termination.
- 2) An **Economic Development Compliance Table** (Exhibit "D") to be completed for each company provided technical assistance during the contract period and certified by the company owner or his designee.
- 3) A **Record of Employee Hiring Form** (Exhibit "E") for each owner/employee hired during the contract period, identifying the family/household number and income prior at the time of hire, and certified by the owner and/or employee.
- 4) An **Activity Summary Form** (Exhibit "F") describing planning efforts, public outreach process, and activities/work scope.

- D. ENVIRONMENTAL CONDITIONS: The AGENCY shall comply with all requirements resulting from the COUNTY's environmental review(s) of the project, including the incorporation of any applicable mitigation measures, in order to proceed with the project.

2. The COUNTY agrees to:

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **One Hundred Fifty-One Thousand Dollars (\$151,000)**.
- B. Provide project administration and inspection to the AGENCY to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the AGENCY at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DES, be conducted by DES 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 DES on program activities and compliance with U.S. HUD regulations.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXHIBIT “B”**

**INVOICE COVER SHEET**

USE AGENCY LETTERHEAD STATIONERY:

DATE: \_\_\_\_\_

TO: Ed Lowery, Director  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Seabron Smith, Executive Director  
The Center for Technology, Enterprise and Development, Inc.  
401 W. Atlantic Avenue, Ste. 09  
Delray Beach, FL 33444

SUBJECT: The Center of Technical, Enterprise and Development, Inc.  
Reimbursement Request No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

=====

Attached you will find Invoice # \_\_\_\_\_ requesting reimbursement for \$ \_\_\_\_\_. The expenditures for this invoice cover the period of \_\_\_\_\_ through \_\_\_\_\_.

Additionally, please find the attached, back-up original documentation relating to the expenditures being involved.

\_\_\_\_\_  
Seabron Smith, Executive Director

EXHIBIT "C"

Cumulative Job Creation (Oct. 1, 2012 thru Sept. 30, 2013)  
The Center for Technology, Enterprise and Development, Inc. (TED Center)

Company		FT or PT	Empl Initials	Job Title	Employee Address	PCN	Date of Hire	Salary at Time of Hire	Family Household Income	No. of Hsehold	Low-Mod. Income Level Base	Present Salary	Present Employ- ment	Date Terminated
	1													
	2													
	3													
	4													
	5													
	6													
	7													
	8													
	9													
	19													
	11													
	12													
	13													
	14													
	15													
	16													
	17													
	18													
	19													
	20													
	21													
	22													
	23													
	24													
	25													
	26													



**EXHIBIT “D”**

**Economic Development Compliance Table**

Company Name: \_\_\_\_\_ Industry Type (NAICS Code) \_\_\_\_\_  
Address: \_\_\_\_\_ PCN: \_\_\_\_\_

Please Note the Following: **CENSUS TRACT or BLOCK GROUP:** \_\_\_\_\_

- 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 ( <b>See Attached Chart</b> ) (Yes) or (No)	Present Employee (Yes) or (No)	Date Terminated (If Applicable)

I certify this report to be accurate, based upon actual company records, which will be maintained by The TED Center for monitoring purposes, according to the terms of The TED Center’s Agreement with Palm Beach County.

\_\_\_\_\_  
Printed Name                      Title                      Employer Signature                      Date

EXHIBIT “E”

Record of Employee Hiring for  
HUD and Economic Development Compliance  
Oct. 1, 2012 thru Sept. 30, 2013

(Business Name)

Employee Name:

Employee Home 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 of the Palm Beach County CDBG Jurisdiction. If the first two digits of the PCN are 06, 08, 12, 30, 73 or 74, then the location is outside the Palm Beach County CDBG Jurisdiction. The first two digits of the PCNs for the following cities are:

Boca Raton: 06    Boynton Beach: 08    Delray Beach: 12    Jupiter: 30    Wellington: 73    West Palm Beach: 74

Job Title:

Salary:

Fringe Benefits:

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

Please circle below income status at time of Hire:

FY 2012 Income Limits Documentation System - FY 2012 Income Limits Summary

Palm Beach County, Florida										
FY 2012 Income Limit Area	Median Income	FY 2012 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Palm Beach County	\$64,100	Very Low (50%) Income Limits	\$25,350	\$28,950	\$32,550	\$36,150	\$39,050	\$41,950	\$44,850	\$47,750
		Extremely Low (30%) Income Limits	\$15,200	\$17,400	\$19,550	\$21,700	\$23,450	\$25,200	\$26,950	\$28,650
		Low (80%) Income Limits	\$40,550	\$46,350	\$52,150	\$57,900	\$62,550	\$67,200	\$71,800	\$76,450

Income Limit areas are based on FY 2012 Fair Market Rent (FMR) areas. For a detailed account of how this area is derived please see our associated FY 2012 [Fair Market Rent documentation system](#).

OR

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 AGENCY files for three (3) years for future COUNTY or Federal Audits.

Specify documentation:

Signature of Employer and/or Employee                      Date

**Exhibit “F”**

**Activity Summary Form**  
**Month of \_\_\_\_\_ 2012**

**The Center for Technology, Enterprise and Development, Inc. (TED Center)**

Narrative report summarizing activities undertaken during the month in accordance with the scope of work contained within the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

CENTE-1 OP ID: MG  
DATE (MM/DD/YYYY)  
10/04/12

PRODUCER  
Celedinas Insurance Group -PBG  
4283 Northlake Blvd.  
Palm Beach Gardens, FL 33410  
William Hamilton

561-622-2550  
561-721-0540

INSURED  
The Center for Technology  
Enterprise and  
Development, Inc.  
401 W Atlantic Ave Ste O9  
Delray Beach, FL 33444

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext):  
E-MAIL  
ADDRESS:  
INSURER(S) AFFORDING COVERAGE  
INSURER A : Nationwide Ins Co. of America  
INSURER B : Twin City Fire Insurance Co  
INSURER C :  
INSURER D :  
INSURER E :  
INSURER F :  
FAX  
(A/C, No):  
NAIC #  
25453  
29459

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	ACP5914761358	02/01/12	02/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EE Dishon \$ 10,000
A	AUTOMOBILE LIABILITY		ACP5904761358	02/01/12	02/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
B	Director & Officer		NOA1305278	12/12/11	12/12/12	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						D&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County Board of County Commissioners, a  
Political Subdivision of the State of Florida, its Officers, Employees and  
Agents are listed as Additional Insured for General Liability.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County  
c/o Dept of Economic  
Sustainability  
100 Australian Ave, #500  
West Palm Beach, FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department		
	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021	
	E-MAIL ADDRESS: work.comp@trinet.com		
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* The Center for Technology Enterprise and Developme (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co		19445
	INSURER E: New Hampshire Ins Co		23841
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	060516169 (FL)	07/01/2012	07/01/2013	X WC STATUTORY LIMITS E.L. EACH ACCIDENT \$2,000,000 E.L.DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

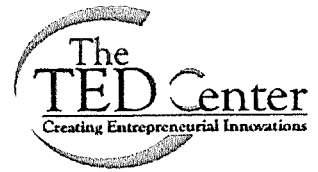
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 92D4 / 83Q

\* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County  c/o Dept of Economic Sustainability 100 Australian Ave, Suite 500 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Aon Risk Services Northeast, Inc.



October 3, 2012

Pamela L. Nolan  
Economic Development Specialist  
Palm Beach County Dept. of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

Dear Pam:

The Center for Technology, Enterprise and Development, Inc. does not own nor lease any vehicles.

Sincerely,

Seabron A. Smith  
Executive Director

401 W. Atlantic Avenue, Suite 09, Delray Beach, FL 33444  
Tel: 561 265-3790 Fax: 561 265-0806  
Web: [www.TEDcenter.org](http://www.TEDcenter.org) Email: [TEDcenter@TEDcenter.org](mailto:TEDcenter@TEDcenter.org)