



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2018	2019	2020	2021	2022
Grant Expenditures	\$1,000,000				
Operating Costs					
External Revenues	(\$1,000,000)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No X  
 Does this item include the use of Federal funds? Yes X No \_\_\_\_\_

Budget Account No.:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

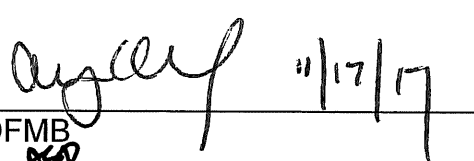
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

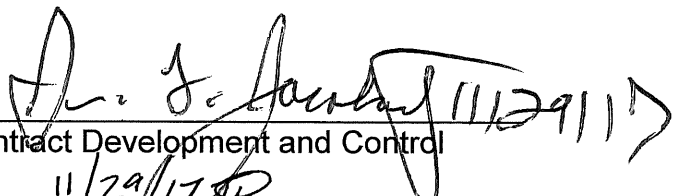
Source of funding will be USDA Intermediary Relending Program funds. The fiscal impact associated with this item is indeterminable at this time. Lending fees collected will depend on the number of loan applications and value of projects approved for financing.

**C. Departmental Fiscal Review:**   
 Beverley Reid, Fiscal Manager I

**III. REVIEW COMMENTS**

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

  
 OFMB  
 11/17/17

  
 Contract Development and Control  
 11/29/17

**B. Legal Sufficiency:**

  
 Assistant County Attorney  
 11/29/17

**C. Other Department Review:**

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

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL BUSINESS-COOPERATIVE SERVICE  
INTERMEDIARY RELENDING PROGRAM  
RURAL MICROENTREPRENEUR ASSISTANCE PROGRAM  
LOAN AGREEMENT

This agreement dated as of 11-13-2017 is between the United States of America, acting through the U.S. Department of Agriculture (USDA), and Palm Beach County, a political subdivision of the State of FL (hereinafter called "Intermediary (IRP)/Microentreprene Development Organizations (MDO)). In consideration of the mutual covenants and agreements contained herein, parties agree as follows:

1. Loan Terms:

USDA agrees to loan the principal sum of \$1,000,000.00 (hereinafter referred to as "Loan"), to be disbursed as hereinafter provided, bearing interest at the fixed rate of 1.2 per annum from the date funds are advanced as more specifically set forth in paragraph 2 below. The term of the loan is for 30 years from 2017.

This loan is evidenced by a promissory note of even date herewith made payable to the USDA. Intermediary/MDO agrees to use the loan and its proceeds solely for activities as set forth in its Intermediary Relending Program (IRP)/Rural Microentrepreneur Assistance Program (RMAP) application including the "work plan/supporting narrative" submitted to USDA (including any supplements or modifications thereof agreed to by both parties) and in accordance with the loan terms and conditions, the terms and conditions of this Loan Agreement and the rules and regulations (as they may be amended) governing the IRP (7 CFR Part 4274, subpart D and 7 CFR Part 1951, subpart R or RMAP (7 CFR Part 4280, subpart D).

2. Repayment:

Repayment of this loan shall be made as follows:

2.1 Interest only will be paid on the unpaid balance for the first 3 years for IRP.

2.2 Principal and interest will be paid in 27 equal annual/monthly amortized installments beginning on 11/13, 2021. (For RMAP, date 2 years from the date of this Agreement) with any remaining balance due and payable        years from the date of the note.

2.3 Intermediary/MDO shall pay a late charge of four percent of the payment due of principal or interest if payment for any of these installments is not received within 15 calendar days following the due date. The late charge shall be considered unpaid if not received within 30 calendar days of the missed due date for which it was imposed. Any unpaid late charge shall be added to principal and bear interest at the same rate as noted above for said principal. Acceptance of a late charge by USDA does not constitute a waiver of default.

2.4 (RMAP only) - An MDO will be considered in monetary default if it fails to make three or more scheduled loan payments in a row.

3. Organization:

Intermediary/MDO shall not change its articles of incorporation, or charter, or by-laws without the written consent of USDA.

4. Disbursement Procedure:

4.1 Disbursement shall take place after this Loan Agreement and the promissory note are executed, and any other conditions precedent to disbursement of funds under this award are fully satisfied. The Intermediary/MDO may not make a loan of loan funds. commitment from USDA IRP loan funds to a project without first receiving USDA's written concurrence in the proposed use of loan funds

4.2 The Intermediary/MDO may draw down up to 25 percent of the USDA IRP/RMAP loan funds at loan closing. Thereafter, the intermediary may draw down under this award for IRP, only such funds as are necessary to cover a 30-day period in implementing its approved work plan. For RMAP, the MDO may draw down under this award quarterly until the full amount of the loan to the MDO is disbursed or until the end of the 36th month, or whichever occurs first. Advances will be requested by the Intermediary/MDO in writing. The date of such drawdown shall constitute the date the funds are advanced under this Loan Agreement for purposes of computing interest payments.

4.3 Intermediary/MDO shall maintain a separate ledger and segregated bookkeeping and bank accounts for IRP/RMAP funds as required in 7 CFR Part 4274/7 CFR Part 4280.

5. Reporting Requirements:

Intermediary shall provide USDA with the following reports as required by law or as deemed appropriate by USDA, plus any other report as USDA shall from time to time require:

5.1 Annual audit, dates of audit report period need not necessarily coincide with other reports on the IRP/RMAP program. Audits must cover all of the Intermediary's/MDO's activities and shall be due 90 days following the audit period.

5.2 Quarterly reports (done 30 days after the end of the period) in the Lender Interactive Network Connection System. This report will include information on the Intermediary's/MDO's lending activity, income and expenses, and financial condition. This report will include information on the Intermediary's/MDO's lending activity, income and expenses, and financial condition, and a summary of names and characteristics of the ultimate recipients/microenterprises the Intermediary/MDO has financed.

5.3 An annual budget and/or administrative budget for the following year.

5.4 These reports shall contain information only on the IRP/RMAP loan funds, or if other funds are included, the IRP/RMAP loan program portion shall be segregated from the others; and in the case where the Intermediary/MDO has more than one IRP/RMAP loan, from USDA, a separate report shall be made for each of these IRP/RMAP loans, if USDA has issued a requirement, in writing, that separate revolving funds be maintained.

6. Relending:

6.1 Before the first relending of USDA funds, Intermediary/MDO must obtain written USDA approval of:

A. All forms to be used for relending purposes, including application forms, loan agreements, promissory notes, and security instruments; and

B. Intermediary's/MDO's binding policy with regard to the amount and form of security to be required.

C. MDO loan policy and procedures shall identify eligible loan activities. Loans shall be made in accordance with RD Instruction 4280-D eligible/ineligible micoloan purposes. If the cost share requirement is met under the Microborrower Project level option, the MDO's policy and procedures shall covenant that loans to the microborrower will be limited to no more than 75 percent of the eligible project cost.

6.2 Intermediary/MDO must obtain USDA approval before making any major changes in forms or policy including its work plan/ supporting narrative.

6.3 It is the responsibility of the Intermediary/MDO to make and service loans to ultimate recipients/microenterprises in such a manner that will fully protect the interests of the Intermediary/MDO and the USDA.

6.4 (a) For Intermediaries, Intermediary will strive to use the proceeds of this loan promptly in accordance with work plan. If any part of the loan has not been used by a date 3 years from the date of this agreement, USDA may cancel the approval of any funds not yet delivered to the intermediary and demand the return, as an extra payment on the loan, of any funds delivered to the Intermediary that have not been used by the Intermediary in accordance with the work plan.

(b) For IRP intermediaries, IRP funds in excess of \$250,000 less earnings that have been unused to make loans to ultimate recipients for 6 months or more will be returned to Rural Development unless Rural Development provides an exception to the intermediary. Any exception would be based on evidence satisfactory to Rural Development that every effort is being made by the intermediary to utilize the IRP funding in conformance with program objectives.

(c) For MDOs, failure to disburse one or more loans within 60 days of the microlender receiving an advance of funds, may result in the Agency demanding return of any funds already disbursed to the microlender and the microlender not receiving any additional funds from the Agency.

#### 7. Default:

On the occurrence of any event of default, USDA may declare all or any portion of the debt and interest created hereby to be immediately due and payable and may proceed to enforce its rights under this Loan Agreement or any other instruments securing or relating to this Loan and in accordance with the law and regulations applicable hereto.

Any of the following may be regarded as an "event of default" in the sole discretion of the USDA:

- (A) Failure, inability, or unwillingness of Intermediary/MDO to carry out or comply with the specific activities in its loan application as approved by USDA, or Loan Terms and Conditions, or any terms or conditions of this Loan Agreement, or any applicable Federal or State laws, or with such USDA regulations as may become generally applicable at any time.
- (B) Failure of Intermediary/MDO to pay any installment of principal or interest on its promissory note to USDA when due as specified in paragraph 2 above.
- (C) The occurrence of: (1) Intermediary's/MDO's becoming insolvent, or ceasing, being unable, or admitting in writing its inability, to pay its debts as they mature, or making a general assignment for the benefit of, or entering into any composition or arrangement with creditors; (2) proceedings for the appointment of a receiver, trustee or liquidator of Intermediary/MDO, or of a substantial part of its assets, being authorized or instituted by or against it.
- (D) Submission or making of any report, statement, warranty, or representation by Intermediary/MDO or agent on its behalf to USDA in connection with the financial assistance awarded hereunder which is false, incomplete or incorrect in any material respect.
- (E) Failure of Intermediary/MDO to remedy any material adverse change in its financial or other condition (such as the representational character of its board of directors or policymaking body) arising since the date of USDA's award of assistance hereunder, which condition was an inducement to USDA's original award
- (F) (RMAP only) - When the amount deposited in the revolving loan fund, plus the loan loss reserve fund, and the outstanding balance of microloans is less than 105 percent of the amount owed to the Agency.

#### 8. Collateral:

- 8.1 The Intermediary/MDO shall pledge as collateral its IRP/RMAP Revolving Fund, including its portfolio of investments derived from the proceeds of this loan award. It shall also pledge real and personal property, and other rights and interests USDA may require. Intermediary/MDO shall execute any instruments, delivery any documents, and take any action necessary or convenient to perfect a security interest in such collateral.
- 8.2 In the event the Intermediary's/MDO financial condition deteriorates or the Intermediary/MDO takes action detrimental to prudent fund operation or fails to take action required of a prudent lender, the Intermediary/MDO shall provide additional security, execute any additional documents, and undertake any reasonable acts as USDA may request, to protect USDA's interest or to perfect a security interest in any assets, including physical delivery of assets and specific assignments. All debt instruments and collateral documents used by the Intermediary/MDO in connection with loans to ultimate recipients/ microenterprises will be assignable.

#### 9. Other Parties:

This Loan Agreement is not for the benefit of third parties. USDA shall not be under any obligation to any such parties, whether directly or indirectly interested in the Loan Agreement, to pay any charges or expenses incident to compliance by Intermediary/MDO with any of the duties or obligations imposed hereby.

10. Successors and Assigns:

The Loan Agreement shall be binding upon Intermediary/MDO and its successors and assigns and upon USDA and its successors and assigns, and shall survive the closing of the loan and disbursement of proceeds.

11. Insurance Requirements:

11.1 The Intermediary/MDO will require each ultimate recipient/microenterprise to provide hazard insurance with a standard mortgage clause naming the Intermediary/MDO as beneficiary in an amount that is at least the lesser of the depreciated replacement value of the property being insured or the amount of the loan. Hazard insurance includes fire, windstorm, lightning, hail, business interruption, explosion, riot, civil commotion, aircraft, vehicle, marine, smoke, builder's risk, public liability, property damage, flood or mudslide, or any other hazard insurance that may be required to protect the security. The Intermediary's/MDO's interest in the insurance will be assigned to the USDA, upon USDA's request, in the event of default under this Agreement by The Intermediary/MDO.

Position 2

11.2 Ordinarily, the Intermediary/MDO will require ultimate recipients/microenterprise to provide life insurance, which may be decreasing term insurance, for the principals and key employees of ultimate recipients/microenterprise and such life insurance will be assigned or pledged to the Intermediary/MDO and subsequently, in the event of request by USDA following default by the Intermediary/MDO, to USDA. The MOD will not require life insurance to the extent that payment for such, by the borrower is onerous.

11.3 The Intermediary/MDO will require each ultimate recipient/microenterprise to provide workmen's compensation insurance in accordance with State law.

11.4 The Intermediary/MDO is responsible for determining if a Intermediary/MDO-financed project is located in a special flood or mudslide hazard area anytime USDA loan funds are involved. If the Intermediary/MDO-financed project is in a flood or mudslide area, then flood or mudslide insurance must be provided.

11.5 The Intermediary/MDO will acquire and maintain such insurance coverage, including fidelity bonds, as may be required by USDA.

12. Applicable Laws:

Interpretation of this Loan Agreement shall be governed and enforced in accordance with applicable Federal Law.

IN WITNESS WHEREOF, USDA and Intermediary/MDO have executed this Agreement as of the date first above-mentioned.

INTERMEDIARY/MDO

BY: Jonathan Brown  
(Signature)

Jonathan B. Brown  
(Name typed or printed)

Title: Director, HES

Date: 11/13/17

USDA

BY: Ada E. Rivere  
(Signature)

for: Michael T Botelho Ada E. Rivere  
(Name typed or printed)

Title: Area Director

Date: 11/13/17

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

[Signature]  
COUNTY ATTORNEY

**INTERMEDIARY RELENDING PROGRAM  
RURAL MICROENTREPRENEUR ASSISTANCE PROGRAM  
PROMISSORY NOTE**

1. FOR VALUE RECEIVED, Palm Beach County, a political subdivision of the State of FL (Borrower) promises to pay to the order of the United States of America, acting through the U.S. Department of Agriculture (USDA) through principal office at 420 S SR 7, Ste 166; Royal Palm Beach, FL 33414, or through such place as the USDA may designate in writing, the principal sum of one million dollars (\$ 1,000,000.00), plus interest on the unpaid principal balance at the rate of 100% per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

(a) Intermediary Relending Program (IRP)

Interest only on November 13, 2018,  
Interest only on November 13, 2019,  
Interest only on November 13, 2020,

Commencing on 11-13-21 and, thereafter, 11-13-17 on each year, principal and interest payments in an amount to fully  
MM/DD/YY MM/DD/YY  
amortize the loan 30 years from the date of this note until the principal and interest are fully paid. The amortized payments will be billed to the Borrower by the Government at least 30 days in advance of the payment due date and shall be based on the actual amount then owed to the Government;

(b) Rural Microentrepreneur Assistance Program (RMAP)

Principle and Interest on \_\_\_\_\_,  
(2 years from date of loan closing - last day of the month)

Commencing on \_\_\_\_\_ and, thereafter, on the last day of each month, principal and interest payments in an amount to  
MM/DD/YY  
fully amortize the loan 20 years from the date of this note until the principal and interest are fully paid. The amortized payments will be billed to the Borrower by the Government at least 30 days in advance of the payment due date and shall be based on the actual amount then owed to the Government;

The final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable thirty (30) years (IRP)/  
twenty (20) years (RMAP) from the date of this note, and prepayments may be made at anytime. The consideration herefore shall  
(Circle One)  
support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by the Borrower and approved by USDA and interest shall accrue on the amount of each advance from its actual date. For RMAP, the microenterprise development organization (MDO) is eligible to receive up to 25 percent of the total amount borrowed from the Agency at the time of loan closing and interest shall accrue on the amount disbursed to the MDO as of the date of disbursement.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Prepayments, refunds and extra payments shall, after payment of interest, be applied to the installments last to come due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled herein.

Borrower shall pay a late charge of 4% of the payment if payment is not received within 15 calendar days following the due date. The late charge shall be considered unpaid if not received within 30 calendar days of the missed due date for which it was imposed, and any unpaid late charge shall be added to principal and bear interest at the same rate as noted above for said principal and will be due at the end of the loan term. Payment of any installment of principal or interest owing on this note may be made prior to the maturity date thereof without penalty.

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0021 and 0570-0062. The time required to complete this information is estimated to average 1-1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. The term, "Indebtedness," shall mean the indebtedness evidenced by this note, including principal, interest, and late payment charges including any interest thereon, whether now due, or thereafter to become due.

3. If payment of the indebtedness evidenced by this note, or any part thereof, shall not be made when due and at maturity, by acceleration or otherwise, the Borrower hereby authorizes and empowers any attorney of any court of record in the United States to appear for the Borrower in court, or before any clerk thereof, and confess judgment against the Borrower in favor of the holder of this note for the amount then due with interest and costs.

4. USDA may, at its option, declare all or any part of the indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay any part of the indebtedness due;
- (b) Default under, noncompliance with, or nonperformance of any term or condition of that certain Loan Agreement or Supplemental Loan Agreement, of even date herewith, by and between the Borrower and USDA;
- (c) Criminal violations, civil fraud, misrepresentations, or regulatory violations on the part of the Borrower. USDA's failure to exercise its right to accelerate the due date of its payments shall not constitute a waiver thereof.

5. The indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Borrower or for any of its property, or upon the making by the Borrower of an assignment for the benefit of its creditors.

6. The Borrower shall pay all expenses, whether incurred in or out of court, whether incurred before or after this note shall become due at its maturity date or otherwise, which USDA may deem necessary or proper in connection with obtaining satisfaction of the indebtedness, including but not limited to reasonable attorneys fees. USDA is authorized to pay at any time and from time to time any and all of such expenses, add the amount of such payment to the indebtedness, and charge interest thereon at the applicable rate of interest specified herein with respect to the principal amount of this note.

7. The rights of USDA or its assigns hereunder shall not be impaired by USDA's sale, hypothecation, or rehypothecation of any note of the Borrower, or by any indulgence including but not limited to any renewal, extension or modification which USDA may grant with respect to the indebtedness or any part thereof, or any indulgence granted in respect of any endorser, guarantor, or surety, except of course to the extent of such indulgence. The purchaser, assignee, transferee, or pledgee of this note, any guarantee, and any other document (or any of them), sold, assigned, transferred, pledged or repledged, shall forthwith become vested with and entitled to exercise all powers and rights given by this note and by the aforesaid loan agreement and all applications of the Borrower to USDA as if said purchaser, assignee, transferee, or pledgee were originally named as payee in this note and in said loan agreement and in said application or applications, and subject to any claims and defenses of the debtor under such note, guarantee, loan agreement and any other document.

8. Any amount advanced or expended by USDA for the collection hereof or to protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced by this note, at the option of USDA shall become a part and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to USDA without demand.

9. This note is given to evidence a loan made by USDA in connection with the implementation of the Intermediary Relending Program/Rural Microentrepreneur Assistance Program. This instrument is to be construed according to pertinent rules and regulations of USDA and is to be enforced in accordance with applicable Federal law.



10. In the event that any provision or clause in this note is not enforceable in a court of law, all other provisions and clauses shall continue to remain in effect.

(SEAL)

Name: Palm Beach County

*(Name of Borrower)*

By

*(Signature of Official)*

Jonathan B. Brown

*(Printed or typed name of Official)*

Attest:

*(Signature of Attesting Official)*

*(Title of Attesting Official)*

Title

Director, Dept. Housing & Economic Sust.

*(Title of Official)*

Date

Date

11/13/17

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

*(Signature of James Brad)*  
COUNTY ATTORNEY

UNITED STATES DEPARTMENT OF AGRICULTURE

Rural Business-Cooperative Service

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated 11/13/17, is made between the United States of America acting through the Rural Business-Cooperative Service (hereafter Secured Party), and Palm Beach County, a political subdivision of the State of Florida (hereafter Debtor).

BECAUSE Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory note(s) or other instrument(s), all of which are called "note," which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor;

NOW THEREFORE, in consideration of said loan(s)

DEBTOR GRANTS to Secured Party a security interest in Debtor's interest in the following collateral now existing or hereafter acquired, including the proceeds thereof:

**All the rights to and revenues of Debtor's Intermediary Relending Program (IRP) revolving fund, and all chattel paper, accounts, deposit accounts, investment property, contract rights, general intangibles, gross receipts, income and revenue derived there from including cash and investments, notes receivable from ultimate recipients, Intermediary's security interest in collateral pledged by ultimate recipients, and all other assets now in or hereafter placed in the IRP revolving fund.**

**In addition, a first lien position on all Intermediary's IRP revolving fund depository accounts:**

**Wells Fargo, Palm Beach County, as Trustee of USDA/IRP, Account #4549711760**

IT IS FURTHER AGREED THAT:

Default shall exist under this instrument if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this instrument or to observe or perform any covenants or agreements in this instrument or that certain Intermediary Relending Program Loan Agreement dated \*, or if any of Debtor's representations or warranties herein prove false or misleading.

In the event of default, Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured by this instrument

immediately due and payable, (b) enter upon the premises, and (c) exercise any sale or other rights accorded by law.

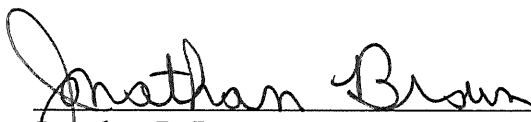
In addition, in the event of default, Debtor, (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition, and redemption rights.

Debtor authorizes the Secured Party to file financing statements, continuation statements, and amendments to financing statements describing the collateral without Debtor's signature.

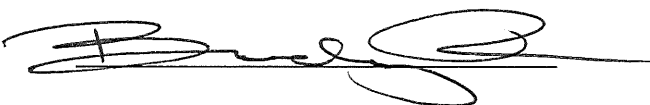
Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling, and the like and for payment of reasonable attorney's fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interest or liens to the extent required by law and in accordance with current regulations of the Rural Business-Cooperative Service, third to the satisfaction of indebtedness secured by this instrument, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any other obligations of Debtor owing or insured by Secured Party, and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as provided above, second on the debt evidenced by the note, unless Secured Party consents in writing to their use by the Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.

This instrument is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions of this instrument.

Failure by the Secured Party to exercise any right--whether once or often--shall not be construed as a waiver of any covenant or condition or of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.

BY:   
Jonathan B. Brown, Director  
Title: Dept. of Housing & Economic Sustainability  
Date: 11/13/17

ATTEST:

  
Title: FISCAL MANAGER  
Date: 11/13/17

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
COUNTY ATTORNEY

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 11/13/17 between  
Palm Beach County, a political subdivision of the State of Florida

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_ Recipient

  
 \_\_\_\_\_  
 Jonathan B. Brown, Director, HES Recipient

(CORPORATE SEAL)

\_\_\_\_\_ Palm Beach County  
 \_\_\_\_\_  
 Name of Corporate Recipient

Attest:

\_\_\_\_\_ Secretary

By \_\_\_\_\_ President

**APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY**

  
 \_\_\_\_\_  
 COUNTY ATTORNEY

USDA  
Form RD 400-4  
(Rev. 06-10)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0575-0062

The Palm Beach County  
(name of recipient)

100 Australian Ave, Suite 500, West Palm Beach, Fl 33406  
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Palm Beach County on this  
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

Jonathan Brown  
Jonathan Brown Recipient  
Date

Attest: Jonathan B. Brown, Director, HES  
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
RURAL DEVELOPMENT (RD) AND PALM BEACH COUNTY, RELATIVE TO  
SERVICING, DEFAULT, AND BANKRUPTCY OF ULTIMATE RECIPIENT LOANS**

THIS MEMORANDUM OF UNDERSTANDING made between Rural Development (formerly Rural Economic & Community Development f/d/b/a Farmers Home Administration), hereinafter referred to as “RD”, and Palm Beach County, a political subdivision of the State of Florida, through its Department of Housing & Economic Sustainability, hereinafter referred to as “the Intermediary”,

WITNESSETH:

WHEREAS, RD is making a loan to the Intermediary whose proceeds in the IRP account are to be loaned to qualified borrowers (ultimate recipients), hereafter referred to as “borrower”, and the parties which to establish the procedure relative to servicing, loans in default, and possible bankruptcy of any ultimate recipient borrower of the loans, IT IS HEREBY AGREED AS FOLLOWS:

1.

All loans will be closed by the Intermediary in conformity with all applicable RD-IRP loan requirements.

2.

All servicing of the loans will be conducted by the Intermediary.

3.

Immediately upon closing, the Promissory Note, the Real Estate Mortgage, the Security Agreement and UCC-1 Financing Statement and other appropriate applicable documents, shall be retained by the Intermediary. In the event of a default of an ultimate recipient loan being held by the Intermediary, if in the opinion of the Intermediary or RD, the payment of the unpaid balance needs to be accelerated, the Intermediary will proceed with liquidation of the collateral, advising

RD accordingly and receiving RD's concurrence to accelerate. Upon liquidation, the proration of the proceeds between the Intermediary IRP account and other funds, through the Intermediary, will be in direct proportion to the contribution of the said loan to said account.

4.

In a case determined by RD to be a "problem" loan, involving default, bankruptcy, or liquidation, the loan account may be assigned from the Intermediary to RD. If satisfactory corrective action is thereafter accomplished short of liquidation, a re-assignment from RD to the Intermediary shall occur (if RD deems such to be necessary).

5.

In the event of bankruptcy of a borrower, the loan shall be reviewed by the Intermediary, who will monitor the bankruptcy proceeding and contact RD accordingly. If such proceedings are under Chapter 7 or Chapter 11 of the U.S. Bankruptcy Code, which results in a liquidation of the bankruptcy's assets, the Intermediary will take all steps necessary to protect its position as a secured creditor to maximize its ultimate realization upon the collateral. If the bankruptcy is a proceeding under Chapter 11 of the U.S. Bankruptcy Code, and a plan of reorganization is approved by the Bankruptcy Court, the loan may be assigned by the Intermediary to RD, if RD requests such assignment, with the responsibility for monitoring the loan and protection the lien being, nevertheless, the continuing responsibility of the Intermediary. Should the plan of reorganization fail and the case be ultimately converted to a Chapter 7, the loan will still be monitored and serviced by the Intermediary, with information forwarded to RD, and the provisions hereinabove stated for bankruptcy under Chapter 7 shall apply.

6.

In the event of a default on the part of a borrower in the payment of taxes and insurance on the collateral which have to be advanced for the protection of such collateral, with an eventual foreclosure upon the collateral which does not recover such advances, the loss shall fall upon the Intermediary and not upon RD.



IN WITNESS WHEREOF the parties have caused these presents to be executed by its duly authorized officers this 13 day of November, 2017.

RURAL DEVELOPMENT

(SEAL)


By: 

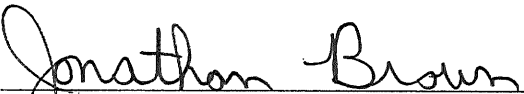
Title: Ade E. Riverie  
Acting Area Director

PALM BEACH COUNTY

(SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

  
COUNTY ATTORNEY

By: 

Title: Jonathon Brown  
Director, Department of Housing &  
Economic Sustainability

Attest: 

Title: FISCAL MANAGER

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

**APPLICANT CERTIFICATION**  
**FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS**

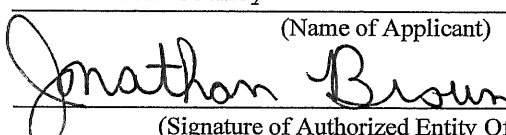
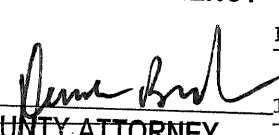
The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))	(Date)	(Signature-Individual(s))	(Date)
(SEAL)	<u>11/13/17</u> (Date)	<u>Palm Beach County</u> (Name of Applicant)	
ATTEST:	<b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</b>	 (Signature of Authorized Entity Official)	
	 <b>COUNTY ATTORNEY</b>	<u>Jonathan Brown</u> (Title of Authorized Entity Official)	
(Signature of Attesting Official)		<u>100 Australian Avenue, Suite 500</u> (Address)	
(Title of Attesting Official)		<u>West Palm Beach, Florida 33406</u> (City, State, and Zip Code)	

2018 - 0191

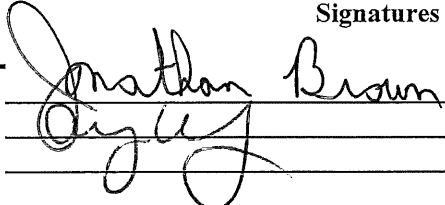
BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

BGEX 143-050817\*01300  
 BGRV 143-050817\*00444

FUND 1543 USDA Intermediary Relending Program

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/31/17	REMAINING BALANCE
<b>REVENUES</b>								
143-2110-8402	Loan Proceeds	0	0	1,000,000	0	1,000,000		
<b>Total Receipts and Balances</b>		<b>148,941</b>	<b>148,941</b>	<b>1,000,000</b>	<b>0</b>	<b>1,148,941</b>		
<b>EXPENDITURES</b>								
143-2110-8201	Contributions-Non-Govts Agn	0	0	1,000,000	0	1,000,000	0	1,000,000
<b>Total Appropriations &amp; Expenditures</b>		<b>148,941</b>	<b>148,941</b>	<b>1,000,000</b>	<b>0</b>	<b>1,148,941</b>		

DEPARTMENT OF ECONOMIC SUSTAINABILITY  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures & Dates  
  
 \_\_\_\_\_  
 \_\_\_\_\_

By Board of County Commissioners  
 At Meeting of:  
 December 5, 2017  
 Deputy Clerk to the  
 Board of County Commissioners