



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Grant Expenditures	\$100,000				
Operating Costs					
External Revenues	(\$100,000)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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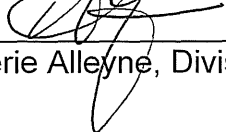
Is Item Included In Proposed Budget? Yes  No   
 Does this Item include the use of Federal funds? Yes  No

Budget Account No.:

Fund 1539 Dept. 143 Unit 2112 Object 8201 Program Code/Period \_\_\_\_\_

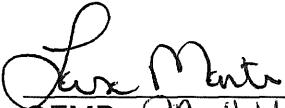
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


Approval of this agenda item will result in the receipt of \$100,000 in grant funds from the National Association of Counties Research.

**C. Departmental Fiscal Review:**   
 Valerie Alleyne, Division Manager

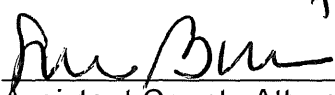
**III. REVIEW COMMENTS**

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

 11/5/21  
 OFMB CA 11-4-21  
 (gcb) 11-5-21

 11/29/21  
 Contract Development and Control  
 11-29-21 (D)

**B. Legal Sufficiency:**

 11/30/21  
 Assistant County Attorney

**C. Other Department Review:**

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



**PALM BEACH COUNTY INTER-OFFICE MEMORANDUM**  
**Department of Housing and Economic Development**

**Department of  
Housing  
&  
Economic  
Development**

Contract Development and  
Quality Control

100 Australian Avenue South  
Suite #500

West Palm Beach, FL 33406

(561) 233-3600

[www.pbcgov.com/ides](http://www.pbcgov.com/ides)

**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert Weinroth-Vice-Mayor

Maria Marino

Greg G. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia Baker

"An Equal Opportunity  
Affirmative Action Employer"

DATE: October 7, 2021

TO: Dave Kerner, Mayor  
Palm Beach County Board of County Commissioners

THRU: Verdenia Baker, County Administrator *VBaker*

THRU: Dorritt Miller, Assistant County Administrator *Dorritt Miller*

FROM: Jonathan B. Brown, Department Director, DHED *Jonathan Brown*

RE: National Association of Counties Research Foundation Grant

Pursuant to Section 309 of the Administrative Code, your signature is needed on the National Association of Counties Research Grant Agreement (the "Grant") providing \$100,000 in funding to Palm Beach County to participate with other county leaders develop and execute elements of an economic recovery plan that ensures equitable recovery.

On February 9, 2021 the Palm Beach County Department of Housing and Economic Development ("DHED") applied for the Grant and on April 13, 2021 DHED received notice of the Grant award. The County recently received the Grant document for processing, and in order to execute the Grant within the required timeframe your signature is required. DHED will submit the Grant for ratification at the next available BCC meeting.

Thank you  
*Jonathan Brown*  
Jonathan B. Brown  
Department Director, DHED

Attached Agreements:

1. NACO Research Foundation Grant Agreement

ATTACHMENT 1



August 30, 2021  
Sherry Howard, Deputy Director  
Board of County Commissioners Palm Beach County  
P.O. Box 4036  
West Palm Beach, FL 33402

Dear Sherry Howard:

The Board of Directors of the National Association of Counties Research Foundation (the "Foundation") has approved a grant in the amount of \$100,000 (the "Grant") to Board of County Commissioners Palm Beach County (the "Grantee") in support of the development of an equitable economic recovery plan that ensures short- and long-term recovery and sustainability, as described in more detail in the attached Exhibit A (the "Project").

Payment of the Grant will be made in accordance with the terms and conditions of this letter agreement (this "Agreement") upon receipt by the Foundation of a countersigned copy of this Agreement signed by an authorized officer of the Grantee. To facilitate the Grantee's receipt of the payment, please indicate on the countersigned copy the address or at the Grantee organization to where payments should be sent or complete and submit the ACH form.

These terms apply to the Grantee's use of the Grant:

1. Use of Grant Funds. Foundation Grant funds, including any income earned thereon, may be expended only for charitable, religious, scientific, literary, or educational purposes. The Grant is only made for the purposes stated in this Agreement, and it is understood that the Grant funds will be used only for such purposes. It is further understood that no substantial variances will be made without the Foundation's prior approval in writing.

2. Recordkeeping; Evaluation and Monitoring. The Grantee is responsible for maintaining complete and accurate records of receipts and expenditures of the Grant funds. Expenditures made in furtherance of the purposes of the Grant shall be charged against the Grant, and records of such expenditures sufficient to enable the use of the Grant funds to be checked readily shall be kept. Although the Grant funds need not be physically segregated, the receipt and expenditure of the Grant funds must be shown separately in the Grantee's accounting records. Those accounting records, as well as copies of any reports submitted to the Foundation, must be kept by the Grantee for at least four (4) years after completion of the use of the Grant funds and shall be made available to the Foundation for examination upon request.

Either the Bill & Melinda Gates Foundation (the "BMG Foundation") or the Foundation may monitor and conduct an evaluation of operations under the Grant, which may include discussion of the program with the Grantee's personnel, and review of financial and other records and materials connected with the activities financed by the Grant.

3. Limitations. Foundation Grant funds may not be used by the Grantee:
- (a) To carry on propaganda, or otherwise to attempt, to influence any legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the “Code”);
  - (b) To influence the outcome of any specific public election or carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code);
  - (c) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code; or
  - (d) In support of activities (i) prohibited by U.S. laws relating to combating terrorism; (ii) conducted by persons on the List of Specially Designated Nationals or entities owned or controlled by such persons; or (iii) in or with countries or territories against which the U.S. maintains comprehensive sanctions, including paying or reimbursing the expenses of persons from such countries or territories.

The Grantee also shall not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Grant, the Foundation, or the Project.

4. Reporting. Interim written reports, signed by an appropriate officer of the Grantee, are to be furnished to the Foundation no later than **[January 15]** of each year until all of the Grant funds are expended in full or the Grant is otherwise terminated. In addition, **[no later than January 30]** following the close of the calendar year during which the use of the Grant funds is completed, the Grantee shall furnish to the Foundation a final written report with respect to all expenditures made from the Grant funds.

Each report required hereunder shall contain a financial statement and a narrative account of what was accomplished by the expenditure of the Grant funds, including a description of the progress made toward achieving the purposes of the Grant and a confirmation of the Grantee’s compliance with the terms of the Grant. Each financial statement must show all receipts and expenditures of the Grant funds during the period covered by the report using the form of report attached hereto as Exhibit B. Failure to submit any report required hereunder may result in (a) termination of the Grant, and (b) loss of any future funding by the Foundation to the Grantee.

5. Publicity. Either Party may publicly disclose information about the award of this Grant, including the other Party’s name, the total amount awarded, and a description of the Project, provided that such Party obtains prior written approval before using the other Party’s name for promotional purposes or logo for any purpose. Any public disclosure by the Foundation or the Grantee in connection with the Grant or the activities funded by the Grant shall be made in accordance with the BMG Foundation’s brand guidelines, which are available at [www.gatesfoundation.org/brandguidelines](http://www.gatesfoundation.org/brandguidelines). Please direct any questions with respect to compliance with this paragraph to Katie Sullivan, Program Manager, at [ksullivan@naco.org](mailto:ksullivan@naco.org).

6. Not an Endorsement. The Grantee shall not state or otherwise imply to third parties that either the Foundation or the BMG Foundation directly funds or otherwise endorses the Grantee's Activities.

7. Tax Status. By countersigning this Agreement, the Grantee certifies that it is a governmental unit described in section 170(c)(1) of the Code. If at any time the tax status of the Grantee is revoked or modified, the Grantee shall notify the Foundation immediately. No payment hereunder shall be required to be made at any time after the Grantee ceases to be a government entity described in section 170(c)(1) of the Code.

8. Global Access Commitment. The Grantee shall conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. The Grantee's Global Access commitments will survive the term of this Agreement. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by the Grantee or a third party prior to or outside of the Project used as part of the Project. "Global Access" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

9. Humanitarian License. Subject to applicable laws and for the purpose of achieving Global Access, the Grantee grants to each of the Foundation and the BMG Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by the Grantee, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. The Grantee confirms that the Grantee has retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. The Grantee shall ensure that this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, the Grantee promptly shall make available the Funded Developments and Essential Background Technology to the Foundation or to the BMG Foundation, as the case may be, for use solely under this license. If the Grantee demonstrates to the satisfaction of each of the Foundation and the BMG Foundation that Global Access can best be achieved without this license, the Foundation agrees to make good faith efforts to modify or terminate this license, as appropriate.

10. Publication. Consistent with the Grantee's Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, the Grantee will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. If applicable, publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global

Access. If the Grantee seeks Publication in a peer-reviewed journal, such Publication shall be under “open access” terms and conditions consistent with the BMG Foundation’s Open Access Policy available at: [www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy](http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy), which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. The Grantee shall mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date, and copyright (e.g., © 20<> <Name>).

11. Intellectual Property Reporting. During the term of this Agreement and for 5 years after, the Grantee shall submit upon request of either the Foundation or the BMG Foundation annual intellectual property reports related to the Funded Developments, Background Technology, and any related agreements using templates or forms provided by the Foundation.

12. Future Funding. The Grantee acknowledges and agrees that neither the Foundation nor the BMG Foundation has made any actual or implied promise of funding except in the amount and under the terms and conditions stated herein.

13. Notification of Material Change. The Grantee agrees to notify the Foundation immediately of (a) any change in the organizational leadership or key personnel (including, without limitation, directors and officers) of the Grantee, or (b) any material change or adverse development relative to the Grantee’s financial condition, operations, activities, or affairs.

14. Compliance with U.S. Law. The Grantee agrees to comply with all applicable United States law.

15. Term. This Agreement shall be effective as of August 1, 2021, and shall expire on December 31, 2022, unless terminated prior to that time in accordance with Paragraph 16 of this Agreement.

16. Termination. Failure to comply with any term of this Agreement, including, but not limited to, the reporting requirements set forth herein, shall result in termination of the Grant and require the return of all Grant funds to the Foundation. The Foundation reserves the right to terminate this Agreement if, in its sole discretion, the Foundation determines that the Grantee has made any misrepresentations, has in any way misappropriated funds, or has failed to comply with the terms and conditions of this Agreement. The Foundation shall be entitled to a return of any misappropriated funds up to and including the full amount of the Grant.

*[remainder of page intentionally blank; signature page follows]*

If this Agreement correctly sets forth the Grantee's understanding of the terms of this Grant, please indicate the Grantee's agreement to such terms by having the enclosed copy of this Agreement countersigned by an authorized officer of the Grantee and returned to the Foundation to the attention of Miranda Morvay, Operations Manager at [mmorvay@naco.org](mailto:mmorvay@naco.org).

This Agreement may be signed and delivered by means of facsimile or other electronic transmission. To the extent so delivered, this Agreement shall be treated in all manners and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.


We wish you success.

Sincerely,

Anna Amselle  
Digitally signed by Anna Amselle  
Date: 2021.08.31 10:53:27  
+04'00'

By: National Association of Counties  
Research Foundation  
Anna Amselle, Chief Financial Officer

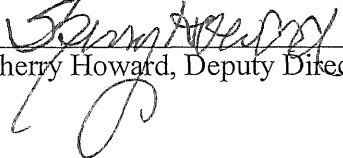
ACCEPTED AND AGREED:  
Board of County Commissioners Palm Beach County

By:   
\_\_\_\_\_  
Title: MAYOR  
Date: 10-7-21

Approve as to Legal Sufficiency

By: /s/ David C. Behar, Esq.  
David Behar  
Assistant County Attorney

Approved as to Terms and Conditions  
Dept. of Housing and Economic  
Development

By:   
Sherry Howard, Deputy Director



## Exhibit A

### **Project Description**

#### Background:

The Grantee shall participate in a cohort of county leaders who will receive customized technical assistance and funding for building internal planning capacity to develop and execute elements of a customized economic recovery plan that ensures equitable recovery. The Grantee's primary contact at the Foundation will be Katie Sullivan, Program Manager, [ksullivan@naco.org](mailto:ksullivan@naco.org).

The Economic Mobility Leadership Network (the "EMLN") is a Foundation cohort of county leaders that examines the range of complicated issues that comprise economic mobility. A small cohort within the EMLN is developing economic recovery plans that ensure an equitable recovery. The Foundation will support this cohort with technical assistance over a period of at least 12 months and work with each county to conduct a baseline assessment to identify the biggest needs, which could include a racial inequity, small business support, and vulnerable populations assessments.

#### Grantee's Obligations:

1. ***Develop county team.*** The Grantee will develop a county team of high-level staff and leaders to engage in this work.
2. ***Produce project budget.*** The Grantee will develop and submit (within 30 days of signature of this Agreement) an estimated project budget, including personnel costs (include breakout of salary by employee title and Fringe costs separately), using the template provided in Exhibit B. Please note that indirect costs may not exceed 15% of the Grantee's total expenses.
3. ***Baseline assessment.*** The Grantee will, with technical assistance, conduct a baseline assessment to identify the county's biggest needs, which could include racial inequities, small business support, and vulnerable populations assessments.
4. ***Equitable economic recovery plan.*** The Grantee will use technical assistance resources and assessment data to inform the development of a detailed equitable economic recovery plan or equivalent project designed in coordination with NACoRF. The Grantee commits to sharing progress reports and the final economic recovery plan with their elected officials and/or boards; provided, however, that the sharing of information pursuant to this paragraph shall not be for the purpose of influencing legislation.
5. ***Cohort engagement.*** The Grantee will attend monthly individual county team calls, monthly virtual cohort calls/meetings, and bi-annual cross-cohort calls with cities participating in a similar initiative through the National League of Cities.
6. ***Information sharing.*** The Grantee shall share best practices to assist in the development of case studies and a toolkit developed by Foundation staff. Foundation staff will provide guiding documents that will help collect and track progress to be used during the monthly check-in calls. County leaders also may be asked to present proposed solutions and/or plans at Foundation or partner virtual or in-person events.

**Exhibit B**  
Project Budget & Financial Report

**Economic Mobility Leadership Network**

**Budget Template**

<u>PLANNING GRANT PROPOSED BUDGET</u>	<u>BUDGET AMOUNT</u>	<u>ACTUAL SPENDING FY2021</u>	<u>ACTUAL SPENDING G FY2022</u>	<u>Budget Remaining</u>
<b>1. PERSONNEL</b>				
Salary	\$0	\$0	\$0	\$0
Title 1	\$0	\$0	\$0	\$0
Title 2	\$0	\$0	\$0	\$0
Title 3	\$0	\$0	\$0	\$0
Fringe	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<i>Total Personnel Costs:</i>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>2. PROGRAM COSTS</b>				
Subcontract to Partner Organization	\$0	\$0	\$0	\$0
Subcontract to Consultant	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Trainings	\$0	\$0	\$0	\$0
Event or Convening Costs	\$0	\$0	\$0	\$0
Communications	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Printing	\$0	\$0	\$0	\$0
Shipping & Mailings	\$0	\$0	\$0	\$0
Office Equipment & Computers	\$0	\$0	\$0	\$0
Data Collection & Software	\$0	\$0	\$0	\$0
Early implementation costs (please specify purpose)	\$0	\$0	\$0	\$0
Other:	\$0	\$0	\$0	\$0
<i>Total Program Costs:</i>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<i>Indirect Costs (not to exceed 15% of total expenses)</i>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENSES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



## VENDOR ACH FORM

**From:** National Association of Counties  
Accounts Payable Department  
660 North Capitol Street, NW Suite 400  
Washington, DC 20001

**Re:** Request for banking information for purpose of ACH Remittance

In our efforts to reduce the volume of checks issued through Accounts Payable, we are offering the opportunity to establish an ACH relationship with us. If you would prefer receiving payments for your invoices via ACH remittance rather than check, please provide us with the following information:

**Bank Name:** See Wells Fargo wire instructions attached

**ABA# (routing #):** \_\_\_\_\_

**Acct #:** \_\_\_\_\_

**Acct Name:** \_\_\_\_\_

**Acct Type:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Email address (for remittance advice)** showard@pbcgov.org

**A DETAILED REMITTANCE ADVICE WILL BE EMAILED TO YOUR COMPANY FOLLOWING EACH PAYMENT.**

Your cooperation is very much appreciated. You may fax to **866-467-1825** or upload the form securely by [clicking here](#)

### **AUTHORIZATION STATEMENT**

I hereby authorize the contact person listed on this form and the financial institutions involved in processing of my payment to receive confidential information necessary to effect electronic vendor payment. I certify I have the authority to execute this authorization on behalf of the vendor. This authorization is to remain in full force until National Association of Counties has received written notification from me of termination in such time as to afford a reasonable opportunity to act on it.



December 15, 2020

Re: Board of County Commissioners Palm Beach County

To Whom It May Concern:

Please find listed below all the necessary information regarding the account for the above referenced client. This information is valid for sending Wire Transfer and ACH transactions.

Account Title: Board of County Commissioners Palm Beach County  
Consolidated Account  
Account Number: 2155001070034  
R/T Number: 121000248  
Account Type: Commercial Checking Public Funds

Bank Name: Wells Fargo Bank N.A.  
Bank Address: 800 North Magnolia Avenue  
Orlando, FL 32803

Should you require additional information or verification, I may be reached at (407) 649-5321.

Sincerely,

A handwritten signature in cursive script that reads "Vanessa Donovan".

Vanessa Donovan, AVP  
Relationship Associate  
Wells Fargo Bank, N.A.

Together we'll go far



2022 - 0175

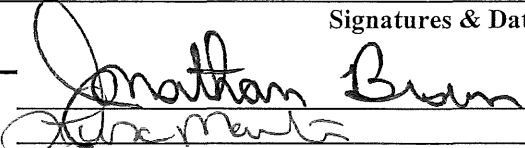
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGRV 143 102821\*0079  
BGEX 143 102821\*0311

FUND 1539 Economic Development Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/28/21	REMAINING BALANCE
<b>REVENUES</b>								
143-2112-6694	Grant From Other Nn-Govt	0	0	100,000	0	100,000		
<b>Total Receipts and Balances</b>		<b>5,581,216</b>	<b>5,581,216</b>	<b>100,000</b>	<b>0</b>	<b>5,681,216</b>		
<b>EXPENDITURES</b>								
143-2112-8201	Contributions-Non Govts Agncies	0	0	100,000	0	100,000	0	100,000
<b>Total Appropriations &amp; Expenditures</b>		<b>5,581,216</b>	<b>5,581,216</b>	<b>100,000</b>	<b>0</b>	<b>5,681,216</b>		

DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates  
  
 \_\_\_\_\_ 11/5/21

By Board of County Commissioners  
At Meeting of:  
 \_\_\_\_\_ 12/7/2021  
 Deputy Clerk to the  
Board of County Commissioners