Agenda Item #: **3I-4**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**November 10, 2026**	**[X] Consent** **[ ] Ordinance**	**[ ] Regular** **[ ] Public Hearing**
Department:	**Housing and Economic Development**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Community Development Block Grant (CDBG)-Ad Valorem Economic Development Agreement (Agreement) with the Palm Beach County Black Business Investment Corporation dba InclusiFi (InclusiFi) for $100,000 in CDBG Program funds and $50,000 in County Ad Valorem funds, to provide economic development services, under the Fiscal Year (FY) 2026-2027, retroactively from October 1, 2026 through to September 30, 2027.

Summary: This Agreement will fund a total of $150,000 towards a portion of InclusiFi's operational expenses for providing consulting and financial assistance to existing and start-up small businesses and entrepreneurs in Palm Beach County. InclusiFi is required to obtain eight (8) business loan approvals from financial institutions totaling at least $750,000 while serving 150 unduplicated clients seeking business loans, bonding, equity investments, financial training and/or other business services. The businesses assisted by InclusiFi shall create 15 permanent full-time equivalent jobs. These jobs are required to be maintained for a minimum of one year. InclusiFi shall provide other support services including providing information resources to businesses seeking to become a Palm Beach County Registered Vendor, and, when applicable, Small Business Enterprise certification.

InclusiFi received $100,000 in CDBG Program funds and $50,000 in County Ad Valorem funds during FY 2025-2026 and their deliverables met as of August 31, 2026, are listed per the table below.

InclusiFi Agreement Deliverables	**FY 2026 Goal**	**FY 2026 Actual***	**FY 2027 Goal**
Create and retain a minimum number of full-time-equivalent jobs	15	**15**	15
Assist with business loans, bonding, equity and capital investments to minimum number of clients	150 (unduplicated)	**169** (unduplicated)	150 (unduplicated)
Obtain a minimum number of business loan approvals	8	**8**	8
Total ($) Amount in approved business loans	$750K	**$1,090,000**	$750K

*FY 2025-2026 Actual, which is *Total served through 8/26/26 or ten (11) months of the Agreement term.*

These are Federal CDBG funds and County Ad Valorem funds which do not require a local match. Countywide (TJC)

Background and Justification:. Continued on Page 3

Attachment(s):

1. Agreement with the Palm Beach County Black Business Investment Corporation dba InclusiFi

Recommended By: _____ 10/7/26
Department Director **Date**

Approved By: _____ 10/22/2026
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Grant Expenditures	$100,000				
Operating Costs	$50,000				
External Revenues	($100,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	$50,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item included in Current Budget? **Yes** X **No** ____
Does this Item include the use of Federal funds? **Yes** X **No** ____
Does this Item include the use of State funds? **Yes** ____ **No** X

Budget Account No.:

Fund 1101 Dept. 143 Unit 1431 Object 8201 Program Code/Period BG193/GY26 $100,000
Fund 1539 Dept. 143 Unit 1039 Object 8201 Program Code/Period N/A $50,000

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

Approval of this agenda item will allocate $100,000 in Community Development Block Grant funds and $50,000 in Ad Valorem funds.

C. Departmental Fiscal Review: _____
Valerie Alleyne, Division Director III
Finance and Administrative Services, HED

III. REVIEW COMMENTS

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

10/9/20 10/8 VS 10/9
OFMB

10/5/20
Contract Development and Control

B. Legal Sufficiency:

Timothy J. Carey
Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

Background and Justification: Continued from Page 1

InclusiFi is a non-profit organization, formed in accordance with the Florida Small & Minority Business Act of 1985. The major objectives of InclusiFi are to provide financial resources to new and existing businesses, foster increased employment and social stability within the community and develop and operate a direct loan program for business enterprises

InclusiFi fills the gap between financial institutions and small businesses, providing services not offered by other agencies in Palm Beach County. The public/private partnership with InclusiFi has been ongoing since 1990.

CDBG - AD VALOREM ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
PALM BEACH COUNTY BLACK BUSINESS INVESTMENT CORPORATION dba InclusiFi

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Palm Beach County Black Business Investment Corporation dba InclusiFi (InclusiFi)**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **380 Columbia Drive, Suite 100, West Palm Beach, FL 33409**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-26-UC-12-0004) 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 its **FY2026-2027** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of One Hundred Thousand Dollars ($100,000) in CDBG Funds and Fifty Thousand Dollars ($50,000) in Ad-Valorem Funds (collectively "Grant Funds") for a total allocation of One Hundred Fifty Thousand Dollars ($150,000) to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**
   (A) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.
   (B) "**County**" means Palm Beach County.
   (C) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.
   (D) "**Federal Public Benefit**" means any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States, as defined in 8 USC 1611(c)
   (E) "**HED Approval**" means the written approval of the County Administrator or designee.
   (F) "**HED**" means Palm Beach County Department of Housing & Economic Development.
   (G) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

(H) "**Low- and Moderate-Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

(I) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

(J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "**Qualified Alien**" (as defined in (8 USC 1641) means an alien who, at the time the alien applies for, receives, or attempts to receive a Federal public benefit, is:

1. An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act,
2. An alien who is granted asylum under section 208 of such Act,
3. A refugee who is admitted to the United States under section 207 of such Act [8 U.S.C. 1157],
4. An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for a period of at least 1 year,
5. An alien whose deportation is being withheld under section 243(h) of such Act [8 U.S.C. 1253] (as in effect immediately before the effective date of section 307 of division C of Public Law 104–208) or section 241(b)(3) of such Act [8 U.S.C. 1231(b)(3)] (as amended by section 305(a) of division C of Public Law 104–208),
6. An alien who is granted conditional entry pursuant to section 203(a)(7) of such Act [8 U.S.C. 1153(a)(7)] as in effect prior to April 1, 1980,
7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980), or an individual who lawfully resides in the United States in accordance with a Compact of Free Association referred to in section 1612(b)(2)(G) of this title.

(L) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.

(M) "**Subrecipient**" means **InclusiFi,** a Subrecipient as defined in 2 CFR Parts 184 and 200.

(N) "**Unduplicated Individuals**" means an individual who is counted only once during a specific time frame regardless of how many times that individual received a service, during said time frame.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The activities to be undertaken by the Subrecipient shall commence on **October 1, 2026** and be completed by **September 30, 2027** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit "A".**

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

Economic Development

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Special Economic Development Activities, under 24 CFR 570.203(c) and Microenterprise Assistance per 24 CFR 570.201(o)(1)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of Job Creation or retention activities** to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons, and no less than fifty-one percent (51%) of businesses and persons assisted under this Agreement shall reside within Palm Beach County's Urban County Program Jurisdiction, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(4).

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". The total amount to be paid by the County hereunder shall not exceed the maximum and total authorized sum of **$150,000**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program.

Additionally, HED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

Reimbursements: All reimbursement requests received from the Subrecipient pursuant to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved reimbursement requests will then be sent by County's representative to the County Finance Department for payment. Reimbursements will normally be paid within forty-five (45) days following the County representative's approval.

Vendor Self Service (VSS) Registration: In order to do business with the County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Subrecipient intends to use sub-consultants/subcontractors, Subrecipient shall ensure that all sub-consultants/subcontractors are registered as consultants in VSS. All subconsultant/subcontractor agreements must include a contractual provision requiring that the sub-consultant/subcontractor register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants/subcontractors are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**
The Subrecipient shall implement this Agreement in accordance with applicable Federal,

State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the HED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HED Director or designee within forty-five (45) days of said notification.

(B) **FINANCIAL ACCOUNTABILITY**
The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of 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 the requirements of this Agreement.

(C) **SUBCONTRACTS**
Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

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 Contract." Reimbursable items will be at cost.

(D) **PURCHASING**
All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **ASSURANCE STATEMENT**
The Subrecipient, shall administer its grants in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation

Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration

Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws. PRWORA states that non-citizens who are not Qualified Aliens are not eligible to receive any Federal Public Benefit, unless

such service is specifically exempt per PRWORA.

(F) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(G) **ADDITIONAL HED, COUNTY, AND HUD REQUIREMENTS**

HED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by HED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income persons. If the Project is located in an entitlement City/Town, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in

unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The project

funded under this Agreement must comply with CDBG Criteria for national objectives as outlined in 24 CFR 570.208. **Upon request from HED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as HED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where HED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested.

If HUD, the County or any other auditing agency determines that any CDBG funded activity or expense paid are ineligible, the Subrecipient shall reimburse the County for all amounts disallowed. Such reimbursement shall be made within thirty (30) calendar days following the County's written notice to the Subrecipient specifying the amount due.

Additionally, the Subrecipient acknowledges responsibility for ensuring that all activities assisted with CDBG funds comply with all applicable statutory and regulatory requirements, including but not limited to: eligibility requirements under 24 CFR Part 570 and National Objective requirements under 24 CFR § 570.208.

The Subrecipient's reimbursement obligation shall survive the termination or expiration of this Agreement.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds

on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the

current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall**

survive the expiration or termination of this Agreement.

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, HED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement. The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold 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 and as a result of the Subrecipient's

performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient. **This subsection shall survive termination or expiration of this Agreement.**

15. INSURANCE BY SUBRECIPIENT

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the

term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of

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

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services. The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition,

the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements as may be amended. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;

(B) Executive Order11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

(C) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;

(D) Florida Statutes, Chapter 112;

(E) Palm Beach County Purchasing Code;

(F) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;

(G) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/

(H) Palm Beach County Five (5) Year Consolidated Plan prepared by HED (24 CFR Part 91).

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

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient 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 Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a 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, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the

Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded 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 HUD specifies. In the event the Subrecipient 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 Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse

the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, modify or amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Modifications to performance timelines, except for the Expiration Date, may be approved by the County Administrator or designee by written notice. All other modifications to the Agreement, including the Expiration Date, shall be accomplished by amendment to the Agreement.

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 the Subrecipient, and signed by both parties.

23. NOTICE

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

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Timothy J. Carey, Assistant County Attorney II
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

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

Pamela Stewart, President
Palm Beach County Black
380 Columbia Dr., Suite 100
West Palm Beach, FL 33409

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. 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 such rights.

26. PERSONNEL

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

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants

and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies With Activities in The Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of

payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit,

investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered

with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans

with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. **Failure to comply with this subsection shall constitute a material breach of this Agreement.**

40. CDBG SPECIFIC REQUIREMENTS

A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations

concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

B. Evaluation and Monitoring: The Subrecipient agrees that HED will carry out periodic monitoring and evaluation of activities as determined necessary by HED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by HED. **Substandard performance, as determined by HED, will constitute noncompliance with this Agreement**.

The Subrecipient agrees to furnish upon request to HED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HED or the County. The Subrecipient shall submit status reports required under this Agreement on

forms approved by HED to enable HED to evaluate progress. The Subrecipient shall provide information as requested by HED to enable HED to complete reports required by the County or HUD. The Subrecipient shall allow HED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by HED or HUD.

Upon request, HED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to HED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: 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 contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community

Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

E. Citizen Participation: The Subrecipient shall cooperate with HED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HED.

F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from HED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from HED.

41. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

42. PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Subrecipient hereby certifies to the County that Subrecipient does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

43. ENTIRETY OF AGREEMENT

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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.

REMAINDER OF PAGE INTENTIOHNALLY LEFT BLANK

WITNESS our Hands and Seals on this 4th day of August, 2026.

WITNESS:

Signature

MARKEISHA JOHNSON
Name (type or print)

Signature

OMAR HUSSAINI
Name (type or print)

SUBRECIPIENT:

PALM BEACH COUNTY BLACK BUSINESS INVESTMENT COPRORATION dba InclusiFi

Pamela Stewart, President

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

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

ATTEST:
CLERK & COMPTROLLER

By: _____
ATTEST: SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD INTERIM

By: _____
Sara Baxter, Mayor
Palm Beach County

Approved as to Form and Legal Sufficiency

By: _____
Timothy J. Carey,
Assistant County Attorney II

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

By: _____
Carlos R. Serrano
Deputy Director

EXHIBIT "A"

ECONOMIC DEVELOPMENT
SCOPE OF WORK

1. SUBRECIPIENT RESPONSIBILITIES:

A. SCOPE OF SERVICES

The Subrecipient is a not-for-profit corporation dedicated to providing **technical assistance and business support services to small businesses** in Palm Beach County; and

(1) Pursuant to the terms of this Agreement, and in accordance with the below deliverables, the Subrecipient shall be reimbursed for services to entrepreneurs, microenterprises, and other start-ups and existing businesses. The Subrecipient will provide technical assistance, instruction, training and business support services as needed in the following areas:

- Assistance in securing business loans, bonding, and/or equity capital.
- Business analysis and management strategies.
- One-on-one consultation with experienced professionals.
- Business and marketing plan assistance.
- Entrepreneurial training.
- Access to Capital through Business Networking.

"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 570.3.

The Subrecipient agrees that HED shall be the final arbiter on the Subrecipient's compliance with the above.

B. BENEFICIARIES

The Project shall meet the CDBG National Objective of benefitting low- and moderate-income persons as a "Limited clientele activity" or "LMC", per 24 CFR 570.208(a)(2), for the duration of this agreement.

The Project is designed to serve a specific group of beneficiaries who are presumed to be low- and moderate-income under 24 CFR 570.208(a)(2)(i), or who will otherwise be documented as income-eligible in accordance with HUD requirements. The Subrecipient shall ensure that all individuals served meet the applicable eligibility criteria through presumed benefit, income verification, or other HUD-approved documentation methods, as appropriate to the activity.

The County shall maintain documentation supporting the Limited Clientele qualification, including eligibility methodology, and any required income verification methods, consistent with HUD guidance on Limited Clientele activities.

The Subrecipient shall ensure that the Project continues to serve the identified eligible clientele throughout the duration of this agreement and shall notify the County in writing of any changes

to Project scope, target population, intake procedures, or service delivery model that may affect the national objective determination, until the completion or termination of this agreement.

All documentation supporting the Limited Clientele qualification, including beneficiary records, intake forms, eligibility determinations, and service delivery documentation, shall be retained for HUD monitoring and audit purposes in accordance with 2 CFR 200.334 and applicable HUD record retention requirements.

C. COORDINATION OF SERVICES

The Subrecipient shall coordinate its services for persons in need with other service providers in Palm Beach County by making and accepting referrals.

D. PROGRAM BUDGET AND DELIVERABLES

The Subrecipient shall utilize funds provided under this Agreement in conformance with the CDBG Budget, attached hereto as Schedule "IX". **Specifically, the funds will be used for the following:**

(1) **Job Creation**

Subsequent to the effective date of this Agreement and within the contract period, the Subrecipient shall:

a) Create a minimum of **fifteen (15)** permanent full-time equivalent (FTE) jobs. All of the new jobs created must involve performing tasks directly related to the products or services of the employer.

At least fifty-one percent (51%) of the jobs created must actually be occupied by a person documented to be of low or moderate income (total household income no greater than 80% Area Median Income) prior to hiring. At least fifty-one percent (51%) of the jobs created must be held by persons residing within the Palm Beach County Urban County Program Jurisdiction.

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 household income prior to hiring and is not affected by the rate of pay of the new job, or 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.** Jobs created through this Agreement cannot be counted or used toward receiving any additional Palm Beach County grants.

For all jobs created, the Subrecipient shall maintain documentation on file of: 1) employee household income prior to hiring; 2) household size at time of hire. For all jobs created, documentation must be maintained on file by the Subrecipient.

If the minimum FTE job requirement has not been met, or falls below the minimum required by this Agreement, the Subrecipient shall be considered by the County to have

breached this Agreement and the County shall have the right to terminate the Agreement. In the event of termination or breach of this Agreement, the Subrecipient 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 **($10,000)** paid by the County to the Subrecipient for each position not created and maintained as required by this Agreement.

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

(2) **Business Assistance**

a) The Subrecipient shall provide assistance to **one hundred fifty (150) unduplicated microenterprises, other businesses and/or entrepreneurs.** Types of assistance to be provided are listed in the Technical Assistance and Business Support Services Record (Schedule "II").

b) The Subrecipient shall assist businesses in becoming registered vendors with Palm Beach County, and if applicable, help them become certified as small, women or minority – owned business.

c) The Subrecipient shall be responsible for providing support to businesses in obtaining a Business Tax Receipt, as mandated by Palm Beach County. This tax receipt is in addition to any licenses required by law or municipal ordinances, and it is subject to zoning and health regulations, as well as other lawful authorities (County Ordinance No. 17-2).

(3) **Secure Loans for Businesses**

The Subrecipient shall assist **Eight (8)** businesses in securing a minimum of **Seven Hundred Fifty Thousand Dollars ($750,000)** in approved loans. The assisted businesses that receive the approved loans shall collectively create a total of **fifteen (15)** full-time equivalent jobs.

E. PERFORMANCE BENCHMARKS

The Subrecipient shall comply with the following Performance Benchmarks:

1. The Subrecipient shall expend and request reimbursement for at least seventy-five percent (75%) equaling **$112,500** of the total funding allocated through this Agreement by **July 15, 2027;** and

2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2027**.

3. This Agreement may be amended to decrease and/or recapture grant funds from the Subrecipient depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HED.

4. **The Subrecipient agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.** Failure by the Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

5. **The Subrecipient further agrees that HED, in consultation with any parties it deems necessary, shall be the final arbiter of the Subrecipient's compliance with the above.**

F. INVOICE AND SUBMISSION FOR REIMBURSEMENT

(1) The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to HED in order to receive reimbursement of CDBG funds made available under this Agreement.

(2) Invoices shall be submitted on a regular, recurring monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. Approved invoices shall be sent to the Finance Department for payment and will be paid within forty-five (45) days following the County representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.

(3) All invoices (reimbursement requests) shall include an original invoice on letterhead stationery attached hereto as Schedule "I", which shall be signed by a person authorized by the Subrecipient to submit invoices on its behalf The monthly status report shall consist of fully executed copies of Invoice Cover Sheet (Schedule "I"),

(4) Technical Assistance and Business Support Services Record (Schedule "II"), **Record of Employee Hiring** (Schedule "III"), **Business Lending Record** (Schedule "IV"), **Certification Regarding Debarment** (Schedule "V"), **Certification Regarding Lobbying** (Schedule "VI"), **Detailed Performance Report** (Schedule "VII"), all attached hereto and made a part hereof. A **Nongovernmental Entity Human Trafficking Affidavit** (Schedule "VIII") shall also be completed at time Agreement is executed.

(5) **Agreement Closeout Period**: Subrecipient shall submit any pending invoices and/or reports, along with any required documents, to the County within **forty-five (45) business days after termination or expiration of the Agreement** in order to close-out the Agreement ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to all performance report(s), shall reflect work required and completed during the Agreement term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the Agreement. Subrecipient's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Subrecipient after the expiration or termination of the Agreement

G. GEOGRAPHIC LIMITATIONS

No less than fifty-one percent (51%) of the businesses and persons assisted through this Agreement shall be located or reside within the Palm Beach County Urban County Program Jurisdiction. The Jurisdiction includes unincorporated Palm Beach County and the municipalities participating in the County's Urban County Program, but excludes the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Wellington, Palm Beach Gardens and West Palm Beach.

H. REPORTS

The Subrecipient shall submit the following certifications upon signing Agreement and monthly reports listed below shall be submitted to HED along with the Subrecipient's invoice requests no later than the 15th day of each month:

(1) Subrecipient must complete an **Invoice Cover Sheet** (Schedule "I") to accompany each Reimbursement request to the County.

(2) **Technical Assistance and Business Support Services Record** (Schedule "II") documenting the provision of services funded through this Agreement, including initial assessments, financial counseling, and business plan trainings. This verification shall include client identification, workshop sign-in sheet, parcel control number, address, type of business, NAICS Code, type of assistance provided, date of service and training flyers.

(3) A **Record of Employee Hiring Form** (Schedule "III") for each owner/employee hired during the contract period, identifying the family/household number and income prior to the time of hiring, listing third party documentation that was collected and is maintained on file to verify income status prior to hiring, and certified by the owner and/or employee.

(4) **Business Lending Record** (Schedule "IV") providing information on each loan made to businesses receiving assistance through this Agreement.

(5) The Subrecipient must comply with the requirements of 2 CFR Part 180 (Schedule "V") and is required to verify by signing **Certification Regarding Debarment** that none of its principals or affiliates are excluded or disqualified. Subrecipient further agrees to include requiring such compliance in its lower tier transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

(6) A **Certification Regarding Lobbying** (Schedule "VI") must be signed by Subrecipient for Contracts, Grants, Loans and Cooperative Agreements and submitted with each bid, proposal, or contract exceeding $100,000.

(7) A **Detailed Performance Report** (Schedule "VII") showing the percentage of funds expended for each budgeted funding amount, during each quarter.

(8) A **Nongovernmental Entity Human Trafficking Affidavit** (Schedule "VIII") must be signed and notarized, at the time the Agreement is executed.

(9) The Subrecipient agrees to comply with all the requirements of the Community Development Block Grant (CDBG) **Federal Provisions and Certifications including 2 CFR Part 200 Appendix II**, as outlined in (Exhibit "B").

I. ENVIRONMENTAL CONDITIONS

The Subrecipient 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.

J. INSURANCE REQUIREMENTS

The Subrecipient shall maintain at its sole expense, in full force and effect, at all times during

the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under the Agreement.

The Subrecipient agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability**: Subrecipient shall maintain Commercial General Liability at a limit of liability not less than **$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

   Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured.**" A copy of the endorsement shall be provided to County upon request. **Note**: Governmental entities are exempt from this Additional Insured requirement.

2. **Workers' Compensation Insurance & Employer's Liability**: Subrecipient shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

3. **Professional Liability**: Subrecipient shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **$1,000,000** each occurrence, and **$2,000,000** per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Subrecipient's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subrecipient warrants the Retroactive Date equals or precedes the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Subrecipient shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

   The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

4. **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an

insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

5. **Certificates of Insurance**: On execution of this Agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation, ten (10) days for nonpayment of premium or non-renewal of coverage.

   The Certificate Holder shall read:

   Palm Beach County Board of County Commissioners
   c/o Department of Housing & Economic Development
   100 Australian Avenue, Suite 500
   West Palm Beach, FL 33406

6. **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

K. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the execution of and/or any modification to the Agreement, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule VIII, attesting that the Subrecipient does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

2. COUNTY RESPONSIBILITIES:

A. County shall provide funding for the above specified services as described herein, during the term of this Agreement, in the amount of **one hundred thousand dollars ($100,000) in CDBG Funds and fifty thousand dollars ($50,000) in Ad-Valorem funds, for a total allocation of one hundred fifty thousand dollars ($150,000).**

B. County shall provide project administration and inspection to the Subrecipient to ensure compliance with HUD, the Department of Labor, and applicable State, Federal, and County laws and regulations.

C. County has the right to monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HED, be conducted by HED 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 HED on program activities and compliance with U.S. HUD regulations.

D. County shall assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY:

DATE: _____

TO: **Carlos R. Serrano, Deputy Director**
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: **Pamela Stewart, President**
Palm Beach County Black Business Investment Corporation dba InclusiFi
380 Columbia Dr., Suite 100
West Palm Beach, FL 33409

SUBJECT: **Palm Beach County Black Business Investment Corporation dba InclusiFi**
Reimbursement Request No.
Agreement No. (R_____- _____)

==========

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

Note: The first eleven (11) Invoices shall be numbered 1 to 11 and requested in the amount of **$12,499.00**. The twelfth (12th) Invoice shall be marked as "**Final**" and requested in the amount of **$12,511.00**)

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

_____
Pamela Stewart, President

SCHEDULE "II"

TECHNICAL ASSISTANCE AND BUSINESS SUPPORT SERVICES RECORD

Palm Beach County Black Business Investment Corporation dba InclusiFi

Month of _____ 20____

Instructions: List all businesses or persons provided with CDBG-supported technical assistance or business support services during the reporting month. Use additional pages if necessary.

#	Client ID#/Name	PCN	Address	New or Existing Business	NAICS Code	Gender	Race	Hispanic (Y/N)	Type of Assistance/Service Provided	Date(s) of Service	Unduplicated? (Y/N)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											

I certify that InclusiFi provided that above-listed businesses and persons with technical assistance or business support services during the reporting month.

Total Unduplicated Businesses Served This Month_____ Total Unduplicated Businesses Served Year-To-Date (YTD) _____

Total businesses assisted in becoming registered vendors with the County _____Total businesses assisted in obtaining a BTR _____

Printed Name & Title: _____

Signature & Date: _____

SCHEDULE "III"

RECORD OF EMPLOYEE HIRING

For HUD and Economic Development Compliance FY 2026-2027

Palm Beach County Black Business Investment Corporation dba InclusiFi
(Business Name)

Employee Name: _____

Employee Home Address and Parcel Control Number: _____

_____

The first two digits of the 17 digit Parcel Control Number (PCN) 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, 52, 73 or 74, then the location is outside the Palm Beach County CDBG Jurisdiction.

Job Title: _____ **Full-time (FT) or Part-time (PT)?** _____

Salary: _____ **Number of Hours Worked per Week**: _____

Date of Hire: _____ **Still Employed**: [ ] YES or [ ] NO

Industry Type (NAICS Code): _____

Number of Persons in Household: _____

Annual Family/Household Income: $_____ (Prior to Hire)

FY 2026 Annual Income Limits for Palm Beach County, Florida *(Source: huduser.org)*									
FY 2026 Income Limit Area	Median Family Income	FY 202_Income Limit Category	Persons in Family						
			1	2	3	4	5	6	7	8
Palm Beach County (WPB – Boca Raton, FL HUD Metro FMR Area)	$107,600	Extremely Low (30%) Income Limits	$27,000	$30,850	$34,700	$38,550	$41,650	$44,750	$47,850	$50,900
		Very Low (50%) Income Limits	$45,000	$51,400	$57,850	$64,250	$69,400	$74,550	$79,700	$84,850
		Low/Mod (80%) Income Limits	$71,950	$82,250	$92,550	$102,800	$111,050	$119,250	$127,500	$135,700

Collect third party documentation used to establish income status prior to hiring. Acceptable documentation includes income tax filing from previous year; paycheck stubs or earnings statements from previous job; proof of income-based financial assistance, such as Medicaid, SSI, or SNAP benefits, or completed HED form "**Self Certification of Annual Income by Employee**" (Attachment "A").

Retain copies of that documentation in Subrecipient files for five (5) years for future County or Federal Audits.

Specify documentation: _____

_____

The race/ethnicity data below is required for reporting purposes to HUD:

Gender: _____ **Race*:** _____ **Hispanic? (Y/N):** _____

***Race Categories:**
Black/African American
White
Asian
American Indian/Alaskan Native
Native Hawaiian/Other Pacific Islander
American Indian/Alaskan Native & White
Asian & White
Black/African American & White
American Indian/Alaskan Native & Black/African American
Other Multi-Racial

Signature of Employer and/or Employee _____ **Date** _____

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Palm Beach County Housing and Economic Development

SELF CERTIFICATION OF ANNUAL INCOME BY EMPLOYEE (Attachment "A")

INSTRUCTIONS: This is a written statement from the employee documenting the definition used to determine "Annual (Gross) Income", the number of household members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, fill in the blank fields below, and check only the boxes that apply to each member. The employee must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided if requested.

Employee Information

Name:

Household Information

Household Members	**First Name**
Head of Household	
Member 2	
Member 3	
Member 4	
Member 5	
Member 6	
Member 7	

Employee Address

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income prior to hire (total of all household members) = $ _____

Annual income includes, but is not limited to: the full amount of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services; net income from the operation of a business or profession; interest, dividends and other net income of any kind from real or personal property; the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts; payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; welfare assistance payments; periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts form organizations or persons not residing in the household. Annual income inclusions and exclusions are further defined by HUD regulations at 24 CFR Part 5.

Certification

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

EMPLOYEE SIGNATURE / DATE		
Signature	**Printed Name**	**Date**

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

SCHEDULE "IV"

BUSINESS LENDING RECORD
Palm Beach County Black Business Investment Corporation dba InclusiFi

_____, 20____

Instructions: For loans resulting from lending services supported by the CDBG grant, complete a copy of this form for each loan that closes during the reporting month.

Business Name:
Business Address/Location:
Type of Business:
NAICS Code:
Business Loan Amount Closed:
Use(s) of Loan:
Dollar amount of new capital investment:
Dollar amount of new equipment investment:

NAICS Code and Industry Title

http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007

11	Agriculture, Forestry, Fishing and Hunting	53	Real Estate and Rental and Leasing
21	Mining, Quarrying, and Oil and Gas Extraction	54	Professional, Scientific, and Technical Services
22	Utilities	55	Management of Companies and Enterprises
23	Construction	56	Administrative and Support and Waste Management and Remediation Services
31-33	Manufacturing	61	Educational Services
42	Wholesale Trade	62	Health Care and Social Assistance
44-45	Retail Trade	71	Arts, Entertainment, and Recreation
48-49	Transportation and Warehousing	72	Accommodation and Food Services
51	Information	81	Other Services (except Public Administration)
52	Finance and Insurance	92	Public Administration

SCHEDULE "V"

CERTIFICATION REGARDING DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Palm Beach County Black Business Investment Corporation dba InclusiFi**

ADDRESS: **380 Columbia Drive, Suite 100, West Palm Beach, FL 33409**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Pamela Stewart, President

August 4, 2026
Date

SCHEDULE "VI"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, **Palm Beach County Black Business Investment Corporation dba InclusiFi**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Pamela Stewart, President

August 4th, 2026
Date

SCHEDULE "VII"

DETAILED PERFORMANCE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R_____- _____ Month Covered: _____

Subrecipient: **Palm Beach County Black Business Investment Corporation dba InclusiFi**

Address: 380 Columbia Dr., Suite 100
West Palm Beach, FL 33409

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: 10/1/2026 to 9/30/2027

B.1. CONTRACT FUNDING

	Budgeted	Expended	Percentage
Total Project:	$_____	$_____	____%
CDBG Funding:	$_____	$_____	____%
Ad Valorem Funding:	$_____	$_____	____%
Other Funding:	$_____	$_____	____%

Detailed expenditures for the period: _____

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Subrecipient from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Subrecipient if the income is treated as additional CDBG funds to further support the activities defined herein in this Exhibit "A", Scope of Work Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HED.

	Received This Period	Funding To Date
Program Income:	$_____	$_____

Source of Program Income: _____

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B.

ACTIVITIES	#BENEFICIARIES THIS PERIOD	#BENEFICIARIES YTD	CONTRACT GOAL

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "VIII"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Palm Beach County Black Business Investment Corporation dba InclusiFi (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative) PAMELA STEWART (printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 4th day of August 2026, by PAMELA STEWART.

Personally known ☑ OR produced identification ☐.

Type of identification produced N/A.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

MARKEISHA V JOHNSON
Notary Public - State of Florida
Commission # HH 603867
My Comm. Expires Oct 16, 2028
Bonded through National Notary Assn.

(Notary Seal)

SCHEDULE "IX"

PROGRAM BUDGET

ORGANIZATION: PBC Black Businnes Investment Corporation PROGRAM: ECONOMIC DEVE. - Capital and Small Business Assistance FY 2025-2026 PALM BEACH COUNTY CDBG-AD VALOREM										
CONTACT NAME: Pamela Stewart TITLE: President PHONE: 561-845-8055										
A. ECONOMIC DEVELOPMENT										
Program Deliverables	Annual Salary	% Alloc to Program	**PBC County Funding**	% Alloc to Program	**State Funding**	% Alloc to Program	**BBIC Revenue Funding**	% Alloc to Program	**Other Funding**	**TOTAL**
Program Administration	$90,000	0%	$0	0%	$0	0%	$90,000	100%	$0	$90,000
Job Creation	$60,000	40%	$24,600	0%	$0	0%	$35,400	100%	$0	$60,000
Business Assistance	$96,506	58%	$55,800	0%	$0	0%	$40,706	100%	$0	$96,506
Business Loans	$145,000	47%	$69,600	0%	$0	0%	$75,400	100%	$0	$145,000
Other	$64,000	0%	$0	0%	$0	0%	$64,000	100%	$0	$64,000
Other	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Sub-Total	**$455,506**		**$150,000**		$0		**$305,506**		$0	**$455,506**
Expenditures										
Legal Aid	$0	0%	$0	0%	$0	0%	$2,500	0%	$0	$2,500
Occupancy/Admin	$0	0%	$0	0%	$0	0%	$74,720	0%	$0	$74,720
Office Expences	$0	0%	$0	0%	$0	0%	$45,200	0%	$0	$45,200
Program Expenses	$0	0%	$0	0%	$0	0%	$130,000	0%	$0	$130,000
Payroll Expenses	$0	0%	$0	0%	$0	0%	$0	0%	$0	$0
Loans	$0	0%	$0	0%	$0	0%	$175,100	0%	$0	$175,100
	$0	0%	$0	0%	$0	0%	$925,000	0%	$0	$925,000
Sub-Total	**$0**		**$0**		**$0**		**$1,352,520**		**$0**	**$1,352,520**
			$150,000		**$0**		**$1,658,026**		$0	**$1,808,026**

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EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT FEDERAL PROVISIONS AND CERTIFICATIONS INCLUDING 2 CFR Part 200 Appendix II

Subrecipient shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced, as applicable.

1. **Equal Opportunity Requirements**.

Contractor/subcontractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), which requires all federally assisted construction contracts, to include the Equal Opportunity Clause, implementing regulations 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." which is incorporated herein by reference.

During the performance of this Agreement, the contractor/subcontractor agrees as follows:

(a) The contractor/subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor/subcontractor 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, sexual orientation, 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/subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor/subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor/subcontractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor/subcontractor's legal duty to furnish information.

(d) The contractor/subcontractor 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 the agency contracting officer ,advising the said labor union or workers' representatives of the contractor/subcontractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/subcontractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor/subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor/subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor/subcontractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor/subcontractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor/subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor/subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Contracts in Excess of the Simplified Acquisition Threshold.**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractor/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a

wage determination made by the Secretary of Labor. In addition, contractor/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the County or Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor/subcontractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the County.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708**

Contractor/subcontractor shall comply with the Contract Work Hours and Safety Standards Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 5 . Under 40 U.S.C. 3702 of the Act, each contractor/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor/subcontractors, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor/subcontractors, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor/subcontractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act, as amended (for contracts exceeding $150,000)**.

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q.

(2) The contractor/subcontractor agrees to report each violation to County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)

(1) The contractor/subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 as amended.

(2) The contractor/subcontractor agrees to report each violation to the County and the Regional Office of Environmental Protection Agency (EPA), and understands and agrees

that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor/subcontractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

6. Debarment and Suspension (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor/subcontractor is required to verify that none of the contractor/subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The contractor/subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor/subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor/subcontractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

7. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors/subcontractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's/subcontractors sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor/subcontractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

8. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor/subcontractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor/subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from

the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractor/subcontractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor/subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor/subcontractor is notified of such by a subcontractor at any tier or by any other source, the contractor/subcontractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor/subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor/subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor/subcontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

10. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subcontractors and subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "**Manufactured products**" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

11. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor/subcontractor is aware of these reporting requirements, as the County may require the contractor/subcontractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor/subcontractor shall cooperate and comply with all requests for information

and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(c) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor/subcontractor shall comply with any and all reporting requirements.

12. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor/subcontractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor/subcontractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor/subcontractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor/subcontractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor/subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. **Compliance with Federal Laws.** This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor/subcontractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

14. **False Statements.** The Contractor/subcontractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

15. **No Obligation by the U.S. Government.** The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor/subcontractor, the County or any third party resulting from the performance of this Agreement.

16. **Increasing Seat Belt Use in the United States.** County encourages the Contractor/subcontractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

17. **Reducing Text Messaging While Driving.** County encourages the Contractor/subcontractor to adopt and enforce a policy that bans text messaging while driving.

18. **Title VI of the Civil Rights Act of 1964.** The Contractor/subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

    Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor/subcontractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

19. **Affirmative Socioeconomic Steps**. If subcontracts are to be let, the Contractor/subcontractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

20. **Reimbursement**: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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