

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Grant Expenditures					
Operating Costs		\$250,000			
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT		\$250,000			

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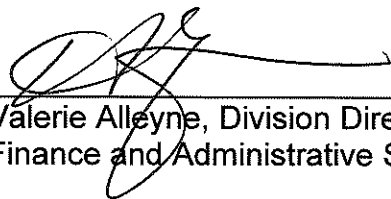
Is Item Included In Proposed Budget? Yes X No
 Does this Item include the use of Federal funds? Yes No X
 Does this Item include the use of State funds? Yes No X

Budget Account No.:

Fund 1539 Dept. 143 Units 2304 Object 8201 Program Code/Period _____

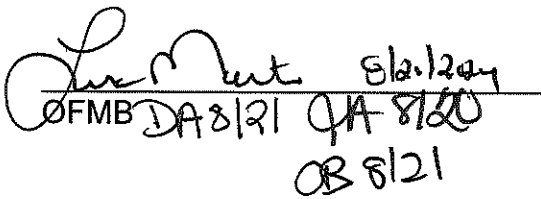
B. Recommended Sources of Funds/Summary of Fiscal Impact:

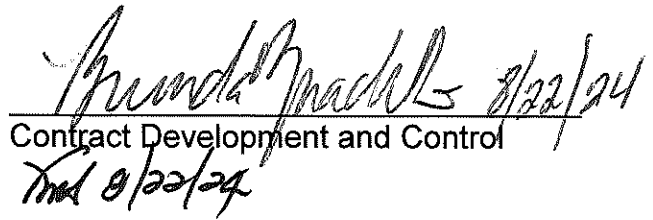
C. Departmental Fiscal Review:


 Valerie Alleyne, Division Director II
 Finance and Administrative Services, DHED

III. REVIEW COMMENTS

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


 OFMB DA 8/21 QA 8/20
 OB 8/21


 Contract Development and Control
 7/22/24

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
THE 1909 FOUNDATION, INC.

THIS AGREEMENT, (“Agreement”) is made as of October 1, 2024 (“Effective Date”), by and between Palm Beach County (“COUNTY”), a political subdivision of the State of Florida, and THE 1909 FOUNDATION, INC. a not-for-profit Florida Corporation, (“AGENCY”), having its principal office at 313 Datura St. Suite 200, West Palm Beach, FL 33401.

WHEREAS, AGENCY, is a private, not-for-profit 501(c)(3) corporation currently serving many diverse businesses throughout Palm Beach County; and

WHEREAS, COUNTY wishes to provide funding to facilitate AGENCY’s provision of the activities specified in Exhibit “A” of this Agreement, as such activities serve a local public purpose in furthering the economic development interests of COUNTY; and

WHEREAS, COUNTY desires to engage AGENCY to implement such undertakings, and, pursuant to the terms of this Agreement, shall make available funding in an amount not to exceed two-hundred-and-fifty-thousand-dollars (\$250,000) (“Grant Funds”). The Grant Funds shall be allocated in a sum not to exceed one-hundred and twenty-five thousand dollars (\$125,000) for each year of the two-year contract period upon receipt of certain deliverables as set forth herein; Furthermore, as part of this Agreement, the AGENCY will receive one-hundred-and-twenty five-thousand-dollars (\$125,000) per year for the contract period of two years; and

WHEREAS, COUNTY finds that providing the Grant Funds to the AGENCY for the purposes set forth herein serves a local public purpose in that it will support endeavors to enhance the economic development interests of COUNTY; and

WHEREAS, The 1909 Foundation, Inc., will continue to support endeavors to enhance cultural arts and recreation in the community.

NOW, THEREFORE, pursuant to all authorities granted by law and in consideration of the mutual promises contained herein, COUNTY and AGENCY agree as follows:

ARTICLE 1 – SERVICES

AGENCY’s responsibility under this Agreement is to provide business education and training programs, mentorship, and 24-hour affordable workspace to support the creation and retention of businesses in COUNTY, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

ARTICLE 2 – REPRESENTATIVES

The COUNTY's representative/liason during the performance of this Agreement shall be Sherry L. Howard, Deputy Director, Department of Housing & Economic Development (DHED), telephone number: (561) 233-3653, email showard@pbcgov.org.

The AGENCY's representative/liason during the performance of this Agreement shall be Shana Ostrovitz, Executive Director, The 1909 Foundation Inc., telephone number: (561) 536-7649, email: shana@weare1909.org.

ARTICLE 3 – TERM

AGENCY shall commence services on Effective Date and complete all services herein by September 30, 2026 ("Grant Period").

ARTICLE 4 – PAYMENTS TO AGENCY

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed two-hundred-and-fifty-thousand-dollars (\$250,000) ("Grant Funds"). The Agency will receive one-hundred-and-twenty five-thousand-dollars (\$125,000) per year for a period of two years. The AGENCY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. During the term of the Agreement, the AGENCY will bill the COUNTY monthly basis in twelve (12) equal invoices for each year of this two year agreement of ten-thousand-four-hundred-and-sixteen-dollars and sixty-six cents (\$10,416.66). Invoices shall be accompanied by monthly performance reports as detailed in Exhibit "A".
- B. Invoices received from the AGENCY 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 invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval of each completed invoice package.
- C. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "Final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.
- D. In order to do business with Palm Beach County, Agency is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-consultants, AGENCY must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract

award until the COUNTY has verified that the AGENCY and all of its sub-consultants are registered in VSS.

ARTICLE 5 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AGENCY's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article - 5 within three (3) years following final payment.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as provided herein or in the attached Exhibit "A". Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 – PERSONNEL

The AGENCY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the AGENCY's key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the AGENCY's personnel (and all

Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 8 – SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The AGENCY is encouraged to seek additional small, women- and minority-owned business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 9 – 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 AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

ARTICLE 10 – AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is 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 ad valorem funding for the purposes provided for herein. Nothing in this Agreement shall obligate the COUNTY to provide funding from any other source, including, but not limited to, funds from the COUNTY's annual budget and appropriations.

ARTICLE 11 – INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least 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 AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability**: AGENCY 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.
- B. **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" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.
- C. **Workers' Compensation Insurance & Employer's Liability**: AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability/Technology Errors and Omissions**: AGENCY shall maintain Technology Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than \$1,000,000 each occurrence, and \$1,000,000 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 AGENCY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY 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 Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY 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.
- E. **Waiver of Subrogation**: Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 AGENCY 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **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 AGENCY 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

G. **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.

ARTICLE 12 – INDEMNIFICATION

AGENCY 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 their performance of the terms of this Agreement or due to the acts or omissions of AGENCY but not for the acts or omissions of the COUNTY.

ARTICLE 13 – SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 14 – REMEDIES/NO THIRD PARTY BENEFICIARIES

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. 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 AGENCY.

Moreover, if the AGENCY fails to comply with any of the provisions of this Agreement, the COUNTY may exercise any and all legal rights and remedies including, without limitation, withholding, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the AGENCY, terminating this Agreement, and/or demanding a refund of the Grant Funds, which shall be reimbursed upon demand.

In the event of AGENCY's failure to comply with any provisions of this Agreement, the COUNTY shall have no further funding obligation to the AGENCY under this Agreement.

ARTICLE 15 – CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or any other applicable law, including, but not limited to, any U.S. HUD regulations relating to conflict of interest. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify DHED, 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 AGENCY'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 AGENCY 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 AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY 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 AGENCY under the terms of this Agreement.

ARTICLE 16 – EXCUSABLE DELAYS

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

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the Agreement EXHIBIT and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 – INDEBTEDNESS

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

ARTICLE 18 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and 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 AGENCY 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. However, this does not include AGENCY curriculum documents and materials created to deliver the programs, Mentorship materials, and event materials as all of those items, and related items, are the intellectual property or trade secrets of the AGENCY.

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, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as amended.

ARTICLE 19 – INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at

all times, and in all places, be subject to the AGENCY's sole direction, supervision, and control.

The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent contractor and not as employees or agents of the COUNTY. The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 20 – CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21 – ACCESS AND AUDITS

The AGENCY 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. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

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

ARTICLE 22 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of grants and contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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, gender identity or expression, or

genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination.

The AGENCY 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 AGENCY 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. AGENCY shall include this language in its subcontracts.

ARTICLE 23 – AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 26 – MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY's notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY's ability to meet the completion dates or EXHIBITs of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County

ARTICLE 27 – 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:

Sherry Howard, Deputy Director
Department of Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

David C. Behar, Esq. Assistant County Attorney
County Attorney's Office
301 N. Olive Ave, (6th floor)
West Palm Beach, FL 33401

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

Shana Ostrovitz, Executive Director
The 1909 Foundation Inc. (dba 1909)
313 Datura St. Suite 200
West Palm Beach, FL 33401

ARTICLE 28 – ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 29 – CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY's employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, EXHIBIT, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that the Grant Funds include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance.

Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

The COUNTY acknowledges that neither the AGENCY nor its member companies, has no requirement to perform criminal history checks unless there is to be unescorted access to the facilities above. It is not contemplated that any of the AGENCY members or program participants will be accessing the facilities covered by this Agreement.

ARTICLE 30 – REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 31 – SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors 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 AGENCY 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 AGENCY certifies that it, its affiliates, suppliers, subcontractors 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 Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, 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.

ARTICLE 32 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY 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 AGENCY 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, including AGENCY intellectual property and AGENCY membership and member data, 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 AGENCY does not transfer the records to the public AGENCY.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY's representative/liasion, 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 AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records.

All records stored electronically by the AGENCY 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 AGENCY 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. AGENCY 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 33 – COUNTERPARTS

This Agreement, including the exhibits (A through E) 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. AGENCY 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.

ARTICLE 34 – E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY 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 AGENCY's 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.

AGENCY shall obtain from each of its subconsultants an affidavit stating that the 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. AGENCY shall maintain a copy of any such affidavit from a 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 AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subconsultant and AGENCY shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Agreement pursuant to the above, AGENCY 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, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 35 – INCORPORATION BY REFERENCE

Exhibits and associated 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 any Exhibit, the terms of the Agreement shall govern.

ARTICLE 36 – RECOGNITION

The AGENCY 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 AGENCY shall also notify the COUNTY prior to any ceremonies or events relating to facilities or items funded by this Agreement and, as part of the consideration for this Agreement, shall provide to COUNTY all required admissions to said events to allow for further distribution to the Mayor, County Commissioners, County Administration, Department Staff or other County Official(s). In addition, the AGENCY will make good faith efforts to recognize the COUNTY's support for all activities made possible with funds made available under this Agreement.

ARTICLE 37 – REPORTS

- A. In addition to all other reports required by this Agreement and/or applicable law, in compliance with Section 125.045(4), Florida Statutes, the AGENCY shall submit an annual report to the COUNTY detailing how the COUNTY funds were spent and the results of the AGENCY’s efforts on behalf of the COUNTY. The annual report shall cover the Grant Period and be due to the COUNTY **no later than December 31**, following the reporting year. Once the AGENCY has submitted the report to the COUNTY, the COUNTY is required to submit the report to the Office of Economic & Demographic Research by **January 15th of each year** and post a copy of said report of the COUNTY’S public website.
- B. The AGENCY shall provide the COUNTY with its independent audit of the immediately preceding fiscal year no later than **May 31st of each year**.

ARTICLE 38 – NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the disbursement of any funds, the AGENCY shall complete and execute the affidavit, attached hereto as EXHIBIT “G”, attesting that the AGENCY does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

ARTICLE 39 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN


Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the AGENCY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

Remainder of page intentionally left blank

WITNESS our Hands and Seals on this 30 day of July, 2024

WITNESS:

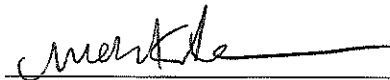
AGENCY:


Signature

THE 1909 FOUNDATION INC. (DBA 1909)

Danielle Casey
Name (type or print)


Shana Ostrovitz, Executive Director


Signature

(Corporate Seal)

Monique K. Fabio
Name (type or print)

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

ATTEST:

**JOSEPH ABRUZZO
CLERK AND COMPTROLLER**

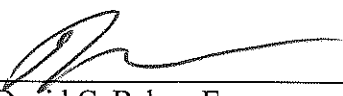
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

By: _____
Joseph Abruzzo, Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By:  _____
David C. Behar, Esq.
Assistant County Attorney

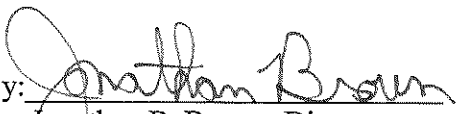
By:  _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

EXHIBIT "A"

SCOPE OF WORK

ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to various regulations and requirements. AGENCY shall comply with all applicable laws and regulations including, but not limited to the following:

- A. Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- B. The Drug-Free Workplace Act of 1988, as amended;
- C. The AGENCY's Policies and Procedures Manuals, and Job descriptions;
- D. The AGENCY's Articles of Incorporation and Bylaws;
- E. The AGENCY's Certificate of Insurance;
- F. Current list of the AGENCY's Officers and members of the Board of Directors;
- G. Florida Statute 112.061, relating to per diem, travel; and,
- H. Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

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

The AGENCY agrees to:

A. PROJECT SCOPE

Pursuant to the terms of this Agreement, the AGENCY will undertake the development of a comprehensive Scale-up Initiative. This initiative aims to facilitate the growth of 1909 by enhancing its program offerings and providing improved access to essential business resources for startups in Palm Beach County. The primary objective is to support these local businesses in achieving substantial progress, thereby eliminating the necessity for them to relocate to other markets for success. Additionally, this initiative aims to attract startups from external markets to establish their operations in Palm Beach County, fostering a thriving entrepreneurial ecosystem in the region. Companies assisted by the AGENCY as part of this Agreement shall be referred to herein collectively as 1909 Companies.

The AGENCY will support and promote local businesses and foster the economic development in Palm Beach County by providing the following:

1. The AGENCY shall engage and involve businesses in their Scale-Up program to provide more resources including, but not limited to, talent recruitment and management, operational infrastructure, fundraising, and legal support

2. Provide a mentorship program that creates a platform for existing businesses and companies in the county to invest in giving back to the community by creating a supportive business ecosystem within the county by multiplying the talent pool and creating a sustainable community for long-term growth through curriculum, real work and mentorship. Time commitments can vary from one team meeting per month to as many hours a mentor is willing to give each week or month; and

Provide subsidized workspace to Palm Beach County entrepreneurs and businesses at 30% below current market rate. To determine applicable rental values and square footage for commercial properties, 1909 shall utilize Industrious a source of data which provides information specific to the region. 1909 shall utilize the average commercial rent for Palm Beach County; and

3. Provide Membership Program monthly services to small business owners including weekly goal setting, skills training and pitch events; and
4. Host investor and network events to help connect local business to investors and large corporations; and
5. The Agency is obligated to provide assistance to businesses in obtaining a Business Tax Receipt, as mandated by Palm Beach County. A local business tax receipt is in addition to licenses required by law or municipal ordinances. It is subject to zoning regulations, health regulations and any other lawful authority (County Ordinance No. 17-2).

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

B. ANNUAL DELIVERABLES

Subsequent to the effective date of this Agreement and within the Agreement period, the AGENCY shall in accordance with its scale-up initiative scope achieve the following deliverables:

1. Provide a minimum of 100 mentorship hours to sixteen (16) unduplicated businesses in Palm Beach County with a preference given to businesses located in unincorporated Palm Beach County;
2. Create a minimum of ten (10) full-time equivalent (FTE) jobs, through the 1909 Companies, with an emphasis placed on making best efforts in creating jobs for individuals with low or moderate income at the time of hire where at least fifty-one (51%) of the jobs created must be held by, or made available to:

- Low and Moderate income persons, and at least fifty-one percent (51%) must reside in unincorporated Palm Beach County. Low and moderate income status is based on the person's household income at the time of hire and is not affected by subsequent raises or promotions. Documentation of efforts shall be provided on a monthly basis using the form and table to determine low and moderate income status provided in EXHIBIT "E".
3. Enroll twelve (12) businesses in the scale-up initiative;
 4. Host at least two (2) investor events to accommodate the fundraising and capital access to local businesses;
 5. Host at least two (2) networking events to provide smaller Palm Beach County businesses networking with larger corporations;
 6. Provide subsidized workspace to Palm Beach County entrepreneurs and businesses at 30% below current market rate;
7. Provide the following support services to Palm Beach County businesses including:
 - Talent recruitment and Human Resources Support
 - Legal Support (Equity, Investment, Employment Documents etc.)
 - Marketing Strategies (Customer Acquisition and Growth Strategies)
 - Infrastructure and Technology (Cybersecurity, Payroll and CRM)
 - Leadership Skill Development
 - Forum Groups (Monthly peer support)
 - Provide Information Resources to Businesses on becoming a Palm Beach County Registered Vendor, and, when applicable, becoming a certified small, women- or minority-owned business
 - Provide assistance with preparation and reviewing of business plans for the business assisted

C. GEOGRAPHIC LIMITATIONS

The AGENCY shall ensure that all activities funded through this Agreement are performed within Palm Beach County and for Palm Beach County businesses.

D. REPORTS

The AGENCY shall provide detailed monthly reports, to include an Invoice Cover Sheet (EXHIBIT "B"), and the following information:

1. A **Business Service Record** (EXHIBIT “C”) documenting the provision of services funded through this Agreement, including technical services, business support provided and any indirect financial assistance.
2. A **Cumulative Job Creation** (EXHIBIT “D”) documenting the name of the business/job title, address/PCN, full-time equivalent jobs (number of positions), hire date, (with date terminated if applicable), and low-mod income person at the time of the hire.
3. A Monthly Narrative (EXHIBIT “F”) documenting the following Number of sessions and support services provided to businesses in the Scale-Up Program
 - Talent recruitment and HR Support
 - Legal Support (Equity, Investment, Employment Documents etc.)
 - Marketing Strategies (Customer Acquisition and Growth Strategies)
 - Infrastructure and Technology (Cybersecurity, Payroll and CRM)
 - Leadership Skill Development
 - Forum Groups (Monthly peer support)
 - Business who become registered vendors with Palm Beach County
 - Business that become certified as a small, women- or minority-owned business with Palm Beach County’s Office of Equal Business Opportunity
 - Number of businesses educated/provided information towards receiving a Business Tax Receipt (BTR) through Palm Beach County Tax Collectors Office
 - Number of businesses enrolled in Scale Program
 - Business that obtain or renew their Business Tax Receipt
4. All reports shall be submitted to the COUNTY electronically no later than fourteen (14) days after the end of the reporting period, as outlined in the Exhibits contained herein. The reports shall be to the satisfaction of the COUNTY and be subject to verification. The COUNTY reserves the right to request additional reports from the AGENCY, for any previous periods funded by the COUNTY upon ten (10) business days’ notice. The final report produced and submitted by the AGENCY will reflect quarterly and cumulative figures.

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EXHIBIT "B"

INVOICE COVER SHEET

USE AGENCY LETTERHEAD STATIONERY:

DATE: _____

TO: **Sherry Howard, Deputy Director**
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: **Shana Ostrovitz, Executive Director**
313 Datura St. Suite 200
West Palm Beach, FL 33401

SUBJECT: **The 1909 Foundation Inc. (dba 1909)**
Reimbursement Request No. _____
Agreement No. (R_____ - _____)

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

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

Shana Ostrovitz, Executive Director

EXHIBIT "C"

The 1909 Foundation Inc. (dba 1909)

BUSINESS SERVICE RECORD

Month of _____ 20__

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

#	Name of Business Assisted	Address/PCN	Date(s) of Service	New (N) or Existing (E)	Type of Industry	NAICS #	Type of Assistance/Services Provided
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Total Unduplicated Businesses Served This Month: _____ **Total Unduplicated Businesses Served Year-To-Date (YTD):** _____

I certify that The 1909 Foundation Inc. (dba 1909) provided the above-listed businesses and persons with technical assistance or business support services during the reporting month.

Shana Ostrovitz, Executive Director

Date

EXHIBIT "D"

The 1909 Foundation Inc. (dba 1909) – Job Creation

#	Business Name (Employer)	Job Title (Employee)	Address/PCN (of the employee)	FTE Jobs	Date of hire	*Low-Mod Income Person (Y/N)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Palm Beach County, Florida											
FY 2023 Income Limit Area	Median Family Income	FY 2023 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)	\$98,300	<u>Extremely Low (30%) Income Limits</u>	\$20,450	\$23,400	\$26,300	\$30,000	\$35,140	\$40,280
<u>Very Low (50%) Income Limits</u>	\$34,100	\$39,000			\$43,850	\$48,700	\$52,600	\$56,500	\$60,400	\$64,300	
<u>Low (80%) Income Limits</u>	\$54,550	\$62,350			\$70,150	\$77,900	\$84,150	\$90,400	\$96,600	\$102,850	

*Businesses that created jobs can utilize the above table to determine if the new employees are Low-Mod at the time of the hire.

Total New FTE Jobs created this month: _____

Total New Low-Mod Income people hired this month: _____

EXHIBIT "E"

Project Location: (Address)

Family Income Survey for (Company)
Form to be filled out by all employees at the time of hire.

Name: _____ Date: _____

Position applied for: _____

Address: _____

1. Number of household members: 1 2 3 4 5 6 7 8 more than 8
2. Based on household members, indicate (circle) the annual household income:

Please circle below income status at time of hire:

FY 2024 Annual Income Limits for Palm Beach County, Florida (Source: huduser.org)										
FY 2024 Income Limit Area	Median Family Income	FY 2024 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)	\$104,000	<u>Extremely Low (30%) Income Limits</u>	\$22,550	\$25,750	\$28,950	\$32,150	\$36,580	\$41,960	\$47,340	\$52,720
		<u>Very Low (50%) Income Limits</u>	\$37,500	\$42,850	\$48,200	\$53,550	\$57,850	\$62,150	\$66,400	\$70,700
		<u>Low/Mod (80%) Income Limits</u>	\$60,000	\$68,550	\$77,100	\$85,650	\$92,550	\$99,400	\$106,250	\$113,100

Number of Persons in Household: _____

Signature of Employer and/or Employee: _____

Date: _____

EXHIBIT "F"

MONTHLY NARRATIVE REPORT
(Described in Exhibit "A" D.3.)

Month of _____ 20____

The 1909 Foundation Inc. (dba 1909)

- Talent recruitment and HR Support
- Legal Support (Equity, Investment, Employment Documents etc.)
- Marketing Strategies (Customer Acquisition and Growth Strategies)
- Infrastructure and Technology (Cybersecurity, Payroll and CRM)
- Leadership Skill Development
- Forum Groups (Monthly peer support)
- Business who become registered vendors with Palm Beach County
- Business that become certified as a small, women- or minority-owned business with Palm Beach County's Office of Equal Business Opportunity
- Number of businesses educated/provided information towards receiving a Business Tax Receipt (BTR) through Palm Beach County Tax Collectors Office
- Number of businesses enrolled in Scale Program
- Businesses that obtain or renew their Business Tax Receipt (if applicable)

EXHIBIT "G"

**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 The 1909 Foundation, Inc
(AGENCY) and attest that AGENCY 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]
(signature of officer or representative)

Shana Ostrovitz
(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, 30 day of JULY 2024, by SHANA OSTROVITZ

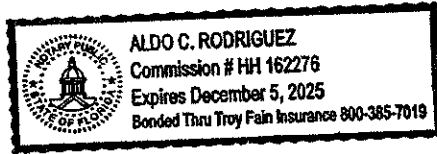
Personally known OR produced identification .

Type of identification produced _____

[Signature]

NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)

25-0001

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER**

BGEX 581 081624*1780

FUND 3019 - \$25M GO Park and Cultural Improv 03

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 08/16/24	REMAINING BALANCE
EXPENDITURES									
3019-581-9900-9908	Res-New Projects	Reserves	457,044	457,044	0	250,000	207,044	0	207,044
3019-821-9000-9099	Transfer to Economic Development Fd 1539	Transfer from Reserves	0	0	250,000	0	250,000	0	250,000
	Total Expenditures				250,000	250,000			

SIGNATURES

DATES


Parks and Recreation Department

8/16/2024


Administration/Budget Department Approval

8/21/2024

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: September 17, 2024

**Deputy Clerk to the
Board of County Commissioners**

25-0002


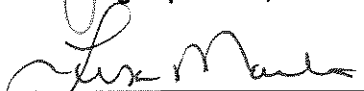
**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGEX 143 041524*1216

BGRV 143 041524*0454

FUND 1539 ECONOMIC DEVELOPMENT

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 08/16/2024	REMAINING BALANCE
REVENUES									
800-8000-8158	Transfer from General Fund Fd 3019	Revenue	0	0	250,000	0	250,000		
	Total Fund Revenues		10,698,486	10,698,486	250,000	0	10,948,486		
EXPENDITURES									
143-2304-8201	Contributions-Non-Govts Agnes	The 1909 Foundation, Inc	0	0	250,000	0	250,000		250,000
	Total Fund Expenditures		10,698,486	10,698,486	250,000	0	10,948,486		

SIGNATURES	DATES
	9/19/2024
Initiating Department/Division	
	8/21/2024
Administration/Budget Department Approval	
OFMB Department - Posted	

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: September 17, 2024

**Deputy Clerk to the
Board of County Commissioners**