

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Grant Expenditures	\$80,000				
Operating Costs					
External Revenues	(\$80,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item included in Current Budget? Yes X No
 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 BG70C/GY24

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

Source of funding is CDBG Economic Development Program funds.

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:

ASD/DA 9/25/24 Tracy S. Smith 9/25/24
 OFMB QA 9/18/24 DA 9/19/24 Contract Development and Control

B. Legal Sufficiency:

Alan Li for H. Falcon
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CDBG ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
BUSINESS LOAN FUND OF THE PALM BEACHES, INC

THIS AGREEMENT, (the "Agreement") with an effective date of **October 1, 2024** ("Effective Date"), by and between **Palm Beach County** ("County"), a political subdivision of the State of Florida, and the **Business Loan Fund of the Palm Beaches, Inc.**, a corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **2200 North Florida Mango Road, Suite 401, West Palm Beach, FL 33409** ("Subrecipient").

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-24-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 **FY2024-2025** 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 **\$80,000** ("Grant Funds") 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) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (D) "Subrecipient" means the **Business Loan Fund of the Palm Beaches, Inc.**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "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.
- (H) "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.
- (I) "Revenues" means funds generated by activities housed on a property assisted with CDBG funds.

- (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) "County's Urban County Program" shall mean the Urban County Participation in CDBG Program as defined by HUD.

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 services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2025** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient certifies that the activity(ies) 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 Objectives 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 24CFR 570.208(a)(4).

4. **FUNDING DISBURSEMENT TO SUBRICIPIENT**

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$80,000**. 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, DHED 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.

In order to do business with 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, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

5. **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 DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED 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) **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.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED 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 DHED, the County, or HUD.

6. **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 R2017-1770, 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, gender identity or expression, 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 2017-1770, 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, 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 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.

7. 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, 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. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

8. 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 DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, 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.

9. 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 DHED, 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 by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

10. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

11. 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 current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

12. 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, DHED, 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 DHED 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. 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;
- (B) 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;
- (C) Executive Orders 11246, 11478, 11625, 12432, 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;
- (D) 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;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (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.

18. 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.

19. **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.

20. **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.

21. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

22. 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 Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
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:

Lia T. Gaines, Executive Director
Business Loan Fund of the Palm Beaches, Inc
2200 North Florida Mango Road, Suite 401
West Palm Beach, FL 33409

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 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 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.

29. 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.

30. 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.

31. 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).

32. 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.

33. 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.

34. SOURCE OF FUNDING

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 HUD 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.

35. 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.

36. 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.

37. 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.

38. 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 DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED 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 DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED 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 DHED 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 and minority/women-owned 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 and minority/women-owned 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 DHED 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 DHED.
- 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 DHED. 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 DHED.

39. 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.

40. ENTIRE UNDERSTANDING

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 INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this 18 day of September, 2024

WITNESS:

Gartrell W. Gaines
Signature

Gartrell W. Gaines
Name (type or print)

Lia Avant
Signature

Lia Avant
Name (type or print)

SUBRECIPIENT:

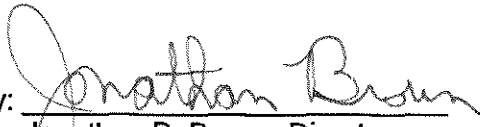
**BUSINESS LOAN FUND OF
THE PALM BEACHES, INC.**

Lia T. Gaines
Lia T. Gaines, Executive Director

(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**

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

**Approved as to Form and
Legal Sufficiency**

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

Digitally signed by Howard J. Falcon III
DN: c=US, o=Palm Beach County, ou=SCATT, ou=Users, cn=Howard J. Falcon III, email=Falcon.HI, E=HFalcon@palmbeach.fl.gov
I am approving this document
Date: 2024.09.19 11:35:41-04'00'
Adobe PDF Editor Version: 12.1.0

By: **Howard J. Falcon III**
Howard J. Falcon III
Chief Assistant County Attorney

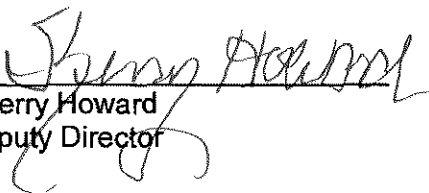
By: 
Sherry Howard
Deputy Director

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 in Palm Beach County.

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:

- One-on-one consulting encompassing feasibility analyses, preparation of business and marketing plans, cash flow and financial planning.
- Business analysis and management strategies.
- Host comprehensive training seminars/workshops on various business aspects.
- Offer credit builder loans to small businesses.
- The above activities must cause the assisted businesses to cumulatively create 5.5 full-time equivalent (FTE) jobs.

“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 DHED shall be the final arbiter on the Subrecipient’s compliance with the above.

B. 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.

C. 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 **five and one half (5.5)** 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% of 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; and 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 (**\$14,545.45**) 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 **forty (40) 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)
- d) The Subrecipient shall plan and conduct **four (4) trainings/workshops for microenterprises, other businesses and/or entrepreneurs**. The training/workshops should be available County-wide and publicized in publications.
- e) The Subrecipient shall close a minimum of **four (4) credit builder loans and/or microloans to microenterprises, other businesses and/or entrepreneurs**.

D. 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 **\$60,000** of the total funding allocated through this Agreement by **July 15, 2025**; and
- 2. The Subrecipient shall expend the remaining funding allocated through this Agreement by **September 30, 2025**.

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 DHED.

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.

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

E. INVOICE AND SUBMISSION FOR REIMBURSEMENT

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

- a) 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"), 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.

F. GEOGRAPHIC LIMITATIONS

1. 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.

G. REPORTS

The Subrecipient shall submit the following certifications upon signing Agreement and monthly reports listed below shall be submitted to DHED 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 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”).

H. 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.

I. 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.

J. NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the disbursement of any funds, the Subrecipient shall complete and execute the affidavit, attached hereto as Schedule IX, 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 **Eighty Thousand Dollars (\$80,000)**.
- 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 DHED, be conducted by DHED 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 DHED 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: **Sherry Howard, Deputy Director**
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Lia T. Gaines, Executive Director
Business Loan Fund of the Palm Beaches, Inc
2200 North Florida Mango Road, Suite 401
West Palm Beach, FL 33409

SUBJECT: Business Loan Fund of the Palm Beaches, Inc
Reimbursement Request No. _____
Agreement No. (R_____ - _____)

=====

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

(Invoices No. 1 – No. 11 shall each be in the amount of \$6,666.00. The twelfth (12th) "Final" Invoice shall be in the amount of \$6,674.00)

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

Lia T. Gaines, Executive Director

SCHEDULE “II”

TECHNICAL ASSISTANCE AND BUSINESS SUPPORT SERVICES RECORD

Business Loan Fund of the Palm Beaches, Inc

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 BLF provided the 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 2024-2025**

(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 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

Collect 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 from 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
Business Loan Fund of the Palm Beaches, Inc

_____, 20____

Instructions: For loans resulting from lending services supported by the CDBG grant, complete a copy of this form for each loan which 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>

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

ADDRESS: **2200 North Florida Mango Road, Suite 401, West Palm Beach, FL 33409**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:



Lia T. Gaines, Executive Director



Date

SCHEDULE "VI"

CERTIFICATION REGARDING LOBBYING

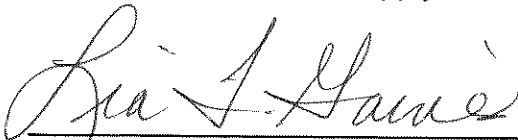
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

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

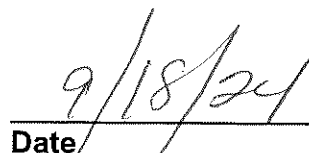
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in 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, **Business Loan Fund of the Palm Beaches, Inc** 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.



Lia T. Gaines, Executive Director



Date

SCHEDULE “VII”

DETAILED PERFORMANCE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Subrecipient: **Business Loan Fund of the Palm Beaches, Inc**

Address: 2200 North Florida Mango Road, Suite 401
West Palm Beach, FL 33409

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2024 to September 30, 2025

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
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 DHED.

	<u>Received This Period</u>	<u>Funding To Date</u>
Program Income:	\$ _____	\$ _____
Source of Program Income:	_____	

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

A. HIGHLIGHTS OF THE PERIOD:

B.

<u>ACTIVITIES</u>	<u>#BENEFICIARIES THIS PERIOD</u>	<u>#BENEFICIARIES YTD</u>	<u>CONTRACT GOAL</u>

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 Business Loan Fund of the Palm Beaches, Inc.
(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]
(signature of officer or representative)

Lia T. Gaines
(printed name of officer or representative)

State of Florida, County of Palm Beach

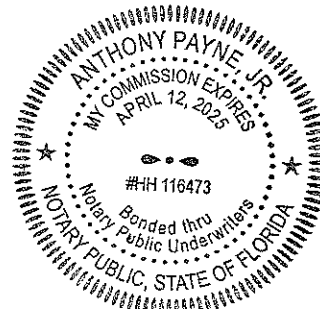
Sworn to and subscribed before me by means of physical presence or online notarization this, 18
day of September, 2024, by Lia T. Gaines.

Personally known OR produced identification .

Type of identification produced FL. DL

[Signature]

NOTARY PUBLIC
My Commission Expires: 04/12/2025
State of Florida at large



(Notary Seal)

SCHEDULE "IX"
PROGRAM BUDGET

ORGANIZATION: Business Loan Fund of the Palm Beaches, Inc.						CONTACT NAME: Lia T. Gaines					
PROGRAM: ECONOMIC DEVELOPMENT - Microenterprise Assistance						TITLE: Executive Director					
FY 2024-2025 PALM BEACH COUNTY CDBG						PHONE: 561-478-2337					
A. ECONOMIC DEVELOPMENT											
		Amt per FTE job Salary	% Alloc to Program	PBC County CDBG Funding	% Alloc to Program	Financial Services Funding	% Alloc to Program	State Funding	% Alloc to Program	Other Funding	TOTAL
Program Deliverables											
Program Administration		\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Job Creation		\$14,545	0%	\$80,000	0%	\$0	0%	\$0	0%		\$80,000
Business Assistance		\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Training/Workshops		\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Other		\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Other		\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Sub-Total		\$14,545		\$80,000		\$0		\$0		\$0	\$80,000
Expenditures											
Program Adm		\$0	28%	\$23,100	0%	\$0	0%	\$0	11%	\$14,000	\$37,100
Office Expenses		\$0	0%		0%	\$0	0%	\$0	13%	\$15,100	\$15,100
Occupancy Expenses		\$0	18%	\$38,400	0%	\$0	0%	\$0	2%	\$2,300	\$40,700
Program Expenses		\$0	18%	\$14,300	0%	\$0	0%	\$0	4%	\$4,800	\$19,100
Payroll Expenses		\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0
Other Expenses		\$0	5%	\$4,200	0%	\$0	0%	\$0	5%	\$5,800	\$10,000
Sub-Total		\$0		\$0		\$0		\$0		\$36,800	\$84,900
TOTAL PROGRAM BUDGET				\$80,000		\$0		\$0			\$122,000

EXHIBIT “B”

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

For purposes of this Exhibit “B” Subrecipient shall also be defined as Contractor

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(c) The contractor 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's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 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's noncompliance with the nondiscrimination clauses of this contract 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 may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor 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 issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor 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 may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) 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 1926.

(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. 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 \$27 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 shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(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.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

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

- (1)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2.** The contractor agrees to report each violation to COUNTY 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 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 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 et seq.

(2) The contractor agrees to report each violation to the COUNTY 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 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.

4. Suspension and Debarment (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 is required to verify that none of the contractor, 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).

The contractor 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 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's sealed bid or proposal or as otherwise required by the COUNTY. Upon request, successful Contractor agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

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

Contractors 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 Subrecipient, 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 shall 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 sealed bid or proposal or as otherwise required by the COUNTY. Upon request, successful Contractor agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

In the performance of this Agreement, the Contractor shall make maximum use of 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 also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. 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.

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 prohibit the head of an executive 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 contractors 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 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 is notified of such by a subcontractor at any tier or by any other source, the contractor 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 shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day 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 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 shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor 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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

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.

9. 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 is aware of these reporting requirements, as the COUNTY may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.
- (2) Contractor 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.

(b) 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 shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor 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 in which the specific activity is reported on for the final time. 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. 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 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.

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

(1) The contractor 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 which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

11. 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 shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor 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.

13. 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, the COUNTY or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. COUNTY encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. COUNTY encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor 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 shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus are firms are used when possible.

18. 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.



**Business
Loan
Fund**

of the Palm Beaches Inc.

September 18, 2024

Corporate Resolution for Signatory Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved in accordance with the Corporation's By-Laws, Article VI, Section One and Section Eleven to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation..

Name:

Lia T. Gaines

Position/Title:

Executive Director

Telephone Number:

561-478-2337

Email Address:

Lia@ceventures.org

Signature:

The undersigned certifies that she is the properly elected and qualified Secretary of the books, records and seal of the Business Loan Fund of the Palm Beaches, Inc, a corporation duly conformed pursuant to the laws of the state of Florida, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation. See attached By-laws, Article IV, Section One and Section Eleven regarding officers and powers of the Executive Director as the source of this authority. This resolution has been approved and restated by the Board of Directors of the Business Loan Fund of the Palm Beaches, Inc. on March 22, 2024.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Alpha Stevenson

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2024

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS:	contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Hiscox Insurance Company Inc	10200
INSURED Business Loan Fund of the Palm Beaches, Inc. DBA Center for Enterprise Opportunity 2200 N Florida Mango Road SUITE 401 West Palm Beach, FL 33409	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		P103.876.781.1	09/12/2024	09/12/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County of Board of County Commissioner a Political Subdivision of the State of Florida its Officers, Employees, and Agents, are listed as Additional Insured

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners C/O Department of Housing and Economic Development
100 Australian Ave Suite 500
West Palm, FL 33406

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/14/2023

EXPIRATION DATE: 8/13/2025

PERSON: LIA T GAINES

EMAIL: LIA@CEOVENTURES.ORG

FEIN: 593392460

BUSINESS NAME AND ADDRESS:

BUSINESS LOAN FUND OF THE PALM BEACHES, INC.

CENTER FOR ENTERPRISE OPPORTUNITY

2200 NORTH FLORIDA MANGO ROAD,, SUITE 401

WEST PALM BEACH, FL 33409

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01774052 QUESTIONS? (850) 413-1609



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2024

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

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

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Business Loan Fund Of the Palm Beaches, Inc Center for Enterprise Opportunity 2200 N Florida Mango Road 401 West Palm Beach, FL 33409	INSURER A: Berkshire Hathaway Direct Insurance Company NAIC # 10391	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made	X		N9PL243781	08/12/2024	08/12/2025	Per Occurrence/Aggregate \$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners C/O Dept of Housing & Economic Development a Political Subdivision of the State of Florida, its Officers, Employees, and Agents is listed as additional insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Dept of Housing & Economic Development 100 Australian Ave 5th Floor West Palm Beach FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

BY-LAWS OF
BUSINESS LOAN FUND OF THE PALM BEACHES, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

These By-laws (the "By-laws") of Business Loan Fund of the Palm Beaches, Inc., a Florida not for profit corporation (the "Corporation") shall, until changed by an amendment to these By-laws, be utilized to govern the management and operations of the Corporation for all purposes from and after the date on which these By-laws are adopted by the Directors of the Corporation, as such date is set forth at the end of these By-laws.

ARTICLE ONE. OFFICES

Section One. Principal Office. The principal office of the Corporation in the State of Florida shall be located in the City of West Palm Beach, County of Palm Beach, or in such other location as designated from time to time by the Board of Directors.

Section Two. Other Offices. The Corporation may have such other offices, either within or without the County of Palm Beach, State of Florida, as the Board of Directors may from time to time determine.

ARTICLE TWO. MEMBERSHIP

The Corporation shall have no members.

ARTICLE THREE. DIRECTORS

Section One. Number. The authorized number of Directors of the Corporation shall be not less than three (3). Except as may be otherwise required by law or the Articles of Incorporation, the exact number of Directors may be fixed, increased, or decreased by a resolution of the Board of Directors. However, until changed by the affirmative vote of a majority of the Directors of the Corporation, the number of Directors shall be seven (7). In addition, at the option of the Board, the Executive Director may also be a member of the Board of Directors. Alternatively, at the Board's option, the Executive Director shall be an ex-officio member of the Board of Directors without a vote.

Section Two. Qualifications.

(a) Generally. Each Director shall be a natural person of full age. Additionally, candidates for the Board of Directors shall be persons who:

1. Are investors, potential investors, or representatives of investors in the Corporation, including persons who are shareholders, owners, trustees, directors, officers, or employees of foundations, religious institutions, charitable organizations, lending institutions, and corporations;

2. Are borrowers from the Corporation, potential borrowers, or representatives of borrowers or borrower groups,

including persons who are shareholders, owners, directors, or employees of business enterprises or community organizations that are engaged in economic development, human services, or community redevelopment, especially in low-income communities; or

3. Are persons with technical expertise necessary or convenient to effectuation of the Corporation's purposes, including persons involved in advocacy, training, technical assistance, lending, management, accounting, law, marketing, banking, business consulting, or other professions, either as individuals or as representatives of organizations involved in such activities.

(b) Proportionate Representation. The membership of the Board of Directors shall be reasonably equal in its proportional representation of the three (3) categories of qualifications set forth in Subsection Two(a) of this Article Three.

(c) Diversity. The Corporation is mindful that there are individuals and groups of people who are frequently discriminated against or have special problems in gaining access to credit, including senior citizens, women, people of color, non-profit corporations, the disabled, and others. It is the intention of the Corporation and the responsibility of the Board of Directors to foster representation from and among these groups on the Board and Committees of the Corporation. Additionally, the membership of the Board shall represent a broad geographic distribution within Palm Beach County.

Section Three. Election of Directors. The members of the Board of Directors shall be elected by a majority vote of the existing Directors at the annual meeting of the Corporation.

Section Four. Term of Office. Directors shall serve for one (1) year terms, ending upon the date of the next annual meeting of the Corporation, but shall hold office until their successors are elected or admitted to office and until their successors have been duly qualified. Directors may succeed themselves.

Section Five. Powers.

(a) General. Except as otherwise provided in the Articles of Incorporation or by law, the powers of the Corporation shall be exercised, its properties controlled, and its affairs conducted by the Board of Directors which may, however, delegate the performance of any duties or the exercise of any powers to such Committees, Officers, and agents as the Board may from time to time, by resolution, designate. The powers of the Board shall include but not be limited to:

1. Ultimate decision making on the acceptance and making of loans to and by the Corporation;

2. Appointment of legal counsel and certified public accountants;

3. Preparation, in conjunction with the Executive Director, of an annual financial report;

4. Adoption of policies and procedures to govern the day-to-day operation of the Corporation including adoption of loan policies and procedures;

5. Recruiting, hiring, and firing the Executive Director and other employees it deems necessary or desirable;

6. Fixing the time and place of the annual meeting of the Corporation.

(b) Common trust funds. The Board of Directors may, by resolution from time to time duly adopted, establish one or more common trust funds for the purpose of furnishing investments to the Corporation, or to any religious, beneficial, charitable, or educational institution affiliated with it, or to any organization, society, or corporation holding funds or property for the benefit of any of the foregoing institutions, whether holding such funds or property as fiduciary or otherwise, subject to such terms and conditions as are set forth in the Articles of Incorporation of the Corporation and by law.

Section Six. Replacement of Directors.

(a) Resignation. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, addressed to the President or the Secretary. Unless otherwise specified in the resignation, it shall take effect upon receipt by the Corporation. The acceptance of a resignation shall not be required to make it effective. Commencing with the organizational meeting of any newly elected Board of Directors, three (3) consecutive absences, unless expressly excused by resolution of the Board, shall automatically constitute a resignation from the Board of Directors. This regulation is self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for in this section.

(b) Removal. Any Director may be removed, with or without cause, at a special meeting of the Board called for that purpose, by the vote of two-thirds (2/3) of the total number of Directors. Any vacancy caused by the removal of a Director will be filled by the affirmative vote of a majority of the Directors present at a meeting and voting.

(c) Vacancies. Whenever a vacancy exists on the Board of Directors whether by death, resignation, or otherwise, the vacancy shall be filled by appointment of a successor Director by

the affirmative vote of a majority of the Directors present at a meeting and voting, whether or not constituting a quorum.

(d) Term of Successor. Any person appointed to fill a vacancy on the Board of Directors shall hold office for the unexpired term of his predecessor in office, subject to the power of removal contained in these By-laws.

Section Seven. Compensation. The Directors shall not receive any stated salaries for their services but, by resolution of the Board of Directors, a Director may be entitled to reimbursement of expenses incurred in the capacity of Director of the Corporation. Nothing contained in these By-laws shall preclude any Director from serving the Corporation in any other capacity and receiving compensation for such services including, but not limited to, the Executive Director who may be a member of the Board but shall be paid a salary for acting as Executive Director. The Board shall determine the amount of compensation to be paid Officers and employees for services rendered to the Corporation.

Section Eight. Meetings.

(a) Location. Meetings shall be held at such place or places as the Board of Directors may from time to time by resolution designate; or, in the absence of such designation, at the principal office of the Corporation.

(b) Annual Meeting. The annual meeting of the Corporation shall be held on such date and at such time as the Board of Directors may establish from time to time provided that there shall be an annual meeting every calendar year. The annual meeting shall be held at the principal office of the Corporation, or at such other place or places as the Board of Directors may from time to time designate. At the annual meeting the Directors and Officers of the Corporation shall be elected by the Board. The Board shall establish the agenda for the annual meeting absent modification by the Board, the agenda shall include: presentation of an annual report by the Executive Director; approval of a budget for the next fiscal year; approval of a work plan for the next fiscal year; issuance of a public statement as to the current status of the operations of the Corporation.

(c) Regular Meetings. Regular meetings shall be held on such days and at such hours as the Executive Committee of the Board of Directors may, by resolution, appoint; provided however that there shall be at least four (4) meetings of the Board of Directors per year. Notice of such meetings shall be signed by the President or Secretary and mailed to each Director at the address last recorded on the books of the Corporation, not less than five (5) days prior to the date of the meeting; provided, however, that this requirement may be waived by resolution of the Board of Directors.

(d) Special Meetings. The President may, as he deems necessary and appropriate, and the President or Secretary shall, if

so requested in writing by two members of the Board of Directors, call a special meeting of the Board. In such event, five (5) days' written notice to each Director shall be deemed sufficient. Notices of special meetings shall state the time, place, and purpose or purposes of the meeting and shall be delivered either personally or by first class mail with postage prepaid. If mailed, each notice shall be addressed to a Director at his or her address as it appears on the records of the Corporation.

(e) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; provided, however, that if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

(f) Voting. Except as may otherwise be provided in these By-laws, or in the Articles of Incorporation of the Corporation, or by law, the act of a majority of Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section Nine. Action Without Meeting. No meeting need be held by the Board to take any action required or permitted to be taken by law, provided all members of the Board shall individually or collectively consent in writing to such action, and such written consent or consents is filed with the minutes of the proceedings of the Board. Action by written consent shall have the same force and effect as action by unanimous vote of the Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Articles of Incorporation and By-laws authorize the Directors to so act. Such a statement shall be prima facie evidence of such authority.

Section Ten. Liability of Directors. The Directors of the Corporation shall not be personally liable for its debts, liabilities, or other obligations.

Section Eleven. Proxies Prohibited. A Director may not vote by proxy.

Section Twelve. Waiver of Notice. Whenever, under any provision of these By-laws or any applicable law, notice is required to be given to any Director, a waiver of the notice in writing signed by the Director entitled to such notice, whether before or after the time stated in the notice, shall be the equivalent to the giving of the notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except when a Director states, at the beginning of the meeting, an objection to the transaction of business because the meeting is not lawfully called or convened.

Section Thirteen. Participation of Directors by Means of Communications Equipment. Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting of the Board.

ARTICLE FOUR. OFFICERS

Section One. Designation of Officers. The Officers of the Corporation shall be a President, one or more Vice Presidents (as shall be determined by the Board of Directors), a Secretary, a Treasurer, an Executive Director, and such other Officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other Officers, including one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

Section Two. Qualifications. Any Director is eligible for election as an Officer of the Corporation. The Executive Director need not be a Director.

Section Three. Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected and shall have been qualified.

Section Four. Resignations. Any Officer may resign at any time by sending a written notice of such resignation to the office of the Corporation, addressed to the President or the Secretary. Unless otherwise specified in the resignation, it shall take effect upon receipt by the Corporation. The acceptance of a resignation shall not be required to make it effective.

Section Five. Removal. Any Officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the interests of the Corporation would be thereby best served. Any such removal shall be without prejudice to the contract rights, if any, of the Officer so removed.

Section Six. Vacancies. A vacancy in any office, whether due to death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section Seven. President. The President shall preside at all meetings of the Board of Directors and the Executive Committee. The President shall be the chief executive officer of the Corporation, and shall exercise general supervision and control over all activities of the Corporation. The President may sign, with the Secretary or other Officer duly authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments the execution of which has been authorized by the Board of Directors except in cases where the signing and execution thereof shall have been expressly delegated by the Board of Directors, by these By-laws, or by law to some other Officer or agent of the Corporation; and in general he shall have all powers and shall perform all duties incident to the office of President and such other powers and duties as may be prescribed by the Board of Directors.

Section Eight. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice Presidents in the order of their seniority (with any ambiguities resolved by the Board), shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Each Vice President shall have such additional powers and shall perform such additional duties as usually pertain to such office or as may from time to time be assigned to him by the President or by the Board of Directors.

Section Nine. Treasurer. If so required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors may deem appropriate. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors and in general he shall have all powers and perform all duties incidental to the office of Treasurer and such other powers and duties as may from time to time be assigned to him by the President or by the Board of Directors.

Section Ten. Secretary. The Secretary shall issue notices of all meetings of members and the Board of Directors where notices of such meetings are required by law or these By-laws. The Secretary shall keep the minutes of meetings of members and of the Board of Directors and the Executive Committee, shall have charge of the corporate seal and corporate books, shall sign such instruments as require the signature of the Secretary, and shall have all powers and perform all duties incidental to the office of Secretary and such other powers and duties as may from time to time be assigned to him by the President or by the Board of Directors.

Section Eleven. Executive Director. The Executive Director shall be primarily responsible for the day-to-day operations of the Corporation within the general policies formulated by the Board of Directors including, but not limited, soliciting loans to the Corporation and seeking applications for loans from the Corporation, and processing loan applications for decision by the Loan Committee and the Board. The Executive Director shall be primarily responsible for keeping current and accurate records of the operations of the Corporation. The Executive Director shall be responsible for overall direction, leadership, and coordination of the Corporation consistent with the direction of the Board of Directors and shall have all powers and perform all duties incidental to the office of Executive Director and such other powers and duties as may from time to time be assigned to him by the President or the Board of Directors.

Subject only to the Articles of Incorporation and these By-laws, the Executive Director shall further have and may exercise full power and authority to operate the Corporation, including, without limitation, full power and authority to hire, fire, and evaluate all staff, to expend funds of the Corporation, to incur any debt, to make and terminate contracts and leases, to make capital expenditures, and to adopt personnel and operations policies.

Notwithstanding the foregoing, the Executive Director shall report to the Board of Directors and, except as expressly authorized by the Board of Directors from time to time, shall not:

(a) Borrow money on behalf of the Corporation or make, issue, except, endorse, hypothecate, or execute promissory notes, drafts, bills of exchange, loan agreements, or other instruments of indebtedness;

(b) Incur any expense on behalf of the Corporation outside the ordinary course of business for the Corporation or any other expense of the Corporation which exceeds, in the aggregate, \$1,500.00 (taking into account all work that is part of a coordinated project);

(c) Enter into any lease or sublease on behalf of the Corporation;

(d) Amend, modify, or repeal any resolution of the Board;

(e) Make any expenditure or incur any expense outside the annual budget adopted by the Board of Directors; or

(f) Act on matters committed by these By-laws or resolution of the Board to the Board, a committee, an Officer, or other entity.

Section Twelve. Assistant Secretaries, Assistant Treasurers, and Other Assistant Officers. All Assistant Officers may exercise, subject to supervision by the Officer for whom they act as

assistants, and except as otherwise provided for by the Board of Directors or the President, the powers and duties that pertain to such offices respectively and any such other powers and duties which may be delegated to them.

Section Thirteen. Compensation. The Officers, as such, shall not receive any stated salaries for their services but, by resolution of the Board of Directors, Officers may be entitled to reimbursement of expenses incurred in the capacity as an Officer of the Corporation. Notwithstanding the foregoing, the Executive Director shall receive a salary as determined by the Board of Directors.

ARTICLE FIVE. COMMITTEES

Section One. Designation. The Board of Directors shall designate Standing and Special Committees of the Board as follows:

(a) Standing Committees. At the annual meeting of the Board of Directors, the Board shall annually identify and establish the composition, duties, and responsibilities and meeting schedule of the Standing Committees of the Board which committees shall include, at minimum, the Standing Committees designated in Section Three below. The President of the Corporation shall have the power and responsibility to designate those individuals who shall serve on each such Standing Committee.

(b) Special Committees. Special Committees which are designated by the Board pursuant to this article shall discharge such responsibilities as may be assigned to them by the authority establishing the committees and shall serve for such period of time as designated by the Board of Directors. If the Board of Directors establishes any such Special Committees, the President of the Corporation shall have the power and responsibility to designate those individuals who shall serve on each such Special Committee.

(c) Membership. Membership on the Standing and Special Committees of the Board shall consist of those members of the Board of Directors, staff of the Corporation, and other individuals as are designated by the President of the Corporation from time to time; provided, however, that the Executive Director shall be an ex-officio member without vote of all committees. Members of the Loan Committee must have substantial knowledge of the lending matters charged to the committee and substantial experience with such lending matters.

Section Two. Functions and Powers. Except where specifically delegated authority to act and as provided in this article, the committees shall serve in an advisory capacity to the Board regarding those aspects of the business and affairs of the Corporation to which they have been delegated responsibility. A committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

(a) Approve any actions or proposals required by law or the Articles of Incorporation to be approved by the members or the Board of the Corporation;

(b) Fill vacancies in the membership of the Board or any committee;

(c) Adopt, amend, or repeal the Articles of Incorporation or the By-laws of the Corporation; or

(d) Adopt, amend, or repeal any resolution of the Board.

Section Three. Duties of Standing Committees. The duties of each Standing Committee shall be as follows:

(a) Executive Committee. Between meetings of the Board and subject to the By-laws, as amended, the Executive Committee shall have the general supervision and direction of the finances and business of the Corporation and shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation. The President of the Corporation shall be the Chairperson of the Executive Committee which shall include, in addition to the President, all of the Officers of the Corporation. The President of the Corporation, in conjunction with the Executive Committee, shall be responsible for supervision and evaluation of the Executive Director in accordance with the Corporation's policies. The Executive Committee also shall cause the By-laws to be reviewed annually and recommend revisions, as necessary, to the Board for approval. The Executive Committee shall also function as a Personnel Committee. It shall review on an annual basis the personnel policies of the Corporation and recommend updates and revisions, as necessary, to the Board for approval. The committee shall also develop recommendations to the Board on benefits, salary levels, and other issues related to compensation and payroll expenses. It shall see that an Evaluation Subcommittee is formed and accomplishes an evaluation of the Executive Director on an annual basis. The Evaluation Subcommittee shall consist of three (3) Directors, of whom one (1) shall be the President, one (1) of whom shall be appointed from the Finance Committee, and one (1) of whom shall be appointed from one (1) of the other standing committees.

Notwithstanding the foregoing, the Executive Committee shall report to the Board of Directors and, except as expressly authorized by the Board of Directors from time to time, shall not:

a. Approve any actions or proposals required by law or the Articles of Incorporation to be approved by the members or the Board of the Corporation;

b. Fill vacancies in the membership of the Board or any committee;

c. Adopt, amend, or repeal the Articles of Incorporation or the By-laws of the Corporation; or

d. Adopt, amend, or repeal any resolution of the Board.

(b) Nominating Committee. The Nominating Committee shall propose a slate of Officers for election by the Board at the annual meeting of the Board. The Nominating Committee shall also solicit, review, and screen applications for new Directors and make recommendations to the Board as to applicants to be Directors. In formulating its recommendations for Officers and Directors, the committee shall consider suggestions from the Board of Directors, lending institutions, borrowers, and community and low to moderate income groups. The committee shall also develop, review, and recommend for ratification by the Board, on an annual basis, the qualification criteria for membership to the Board of Directors. It shall work throughout the year to determine the needs of each office to be filled annually by election. It shall review and evaluate individual Director performance. It shall recognize and address the need to constantly develop responsible and dynamic leadership within the Corporation.

(c) Loan Committee. The Loan Committee shall recommend policies and procedures to be adopted by the Board relative to all loans to be made by the Corporation. These policies and procedures shall include, but not be limited to, forms and procedures concerning loan applications, underwriting of applications, loan documentation, closing procedures, and loan administration. The Loan Committee shall review all applications for loans submitted by the Executive Director to the committee for approval and make recommendations to the Board for approval by the Board of specific loan applications.

(d) Finance Committee. The Finance Committee shall generally review all fiscal and financial matters affecting the Corporation. The Finance Committee shall recommend an annual operating budget to be adopted by the Board. The budget shall include operating expenses, fund raising needed, and estimated internal sources of revenue, as well as suggested reserves to be generated. The committee shall recommend to the Board, for Board appointment, a certified public accountant to audit the Corporation's financial statements. It shall each year ask the auditor for a letter of comments on the Corporation's financial controls and accounting and shall recommend to the Board actions in response to the auditor's letter of comments.

(e) Development Committee. The Development Committee shall be responsible for securing loans to the Corporation, grants, and other monies to finance the Corporation's capital projects and operations, including its revolving loan fund. It shall develop and recommend an annual plan for submission to and ratification by the Board of Directors. It shall work throughout the year to enlist and secure the financial support of community leadership, to

maintain the interest and commitment of current and past investors, and to identify and obtain new sources of financial support.

Section Four. Terms of Office. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until his successor is appointed, unless such committee shall be sooner abolished, or unless such member be removed or cease to qualify as a member of the committee.

Section Five. President. One member of each committee shall be appointed Chairman of the committee by the President of the Corporation.

Section Six. Vacancies. Vacancies in the membership of any committee shall be filled by the President of the Corporation, and any member so appointed shall be appointed for the unexpired term of his predecessor.

Section Seven. Quorum. Unless otherwise provided in a committee's establishing resolution, a majority of the whole committee shall constitute a quorum, and the act of a majority of members present at a meeting at which a quorum is present shall be an act of the committee.

Section Eight. Rules. Each committee may adopt such rules and regulations for its meetings and the conduct of its activities as it may deem appropriate; provided, however, that such rules and regulations shall be consistent with these By-laws, and provided further that regular summary minutes of all proceedings shall be kept.

Section Nine. Meetings. Meetings of any committee may be called at any time by:

- (a) The Chairman of the committee; or
- (b) The Executive Director; or
- (c) Any two (2) committee members; or
- (d) The President of the Corporation.

Notice of meetings of any committee shall be given to each member of the committee not less than five (5) days prior to the date of the meeting; provided, however, that this requirement may be waived as to any specific committee by a majority vote of the members of that committee.

Section Ten. Participation by Means of Communication Equipment. Members of committees may participate in a meeting of the committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

Participation by such means shall constitute presence in person at a meeting of the committee.

Section Eleven. Proxies Prohibited. A committee member may not vote by proxy.

ARTICLE SIX. CONTRACTS, CHECKS,
DEPOSITS, AND FISCAL MANAGEMENT

Section One. Contracts. The Board of Directors may, by resolution duly adopted, authorize any Officer or Officers, agent or agents of the Corporation, in addition to the Officers so authorized by these By-laws, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general, or confined to specific instances. In the absence of such determination such contracts or instruments shall require the signature of the President or a Vice President.

Section Two. Gifts and Contributions. The Board of Directors may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise of any property whatsoever, for the general and special charitable purposes of the Corporation.

Section Three. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may from time to time select.

Section Four. Checks, Drafts, Orders for Payment. All checks, drafts, orders for the payment of money, wire transfers, or notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as the Board of Directors shall from time to time by resolution determine. In the absence of such determination, checks or directions to wire transfer funds in excess of \$1,500.00 shall require the signature of any two Officers or the Executive Director and one other Officer. No Officers, agents, or employees of the Corporation, either singly or together, shall have the power to make any check, note, draft, wire transfer, or other negotiable instrument in the name of the Corporation or to bind the Corporation thereby, except as provided in this Article. Any withdrawals from any accounts of the Corporation in excess of \$1,500.00 shall be authorized by any two Officers or the Executive Director and one other Officer. The countersigning of checks shall constitute authorization. Disbursements and withdrawals not in excess of \$1,500.00 shall be authorized by the Executive Director or any other Officer of the Corporation.

Section Five. Fiscal Year. The fiscal year of the Corporation shall be the twelve month period beginning on July 1 each year and ending on June 30 of the following year.

Section Six. Budget. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Corporation (which shall detail all accounts and items of expense). In addition to annual operating expenses, the budget shall include a deficit reserve account, unless waived by the Board.

Section Seven. Audit. The books of the Corporation shall be audited annually by a certified public accountant appointed by the Board. No Officer or Director may also serve as auditor. The auditor's report shall be filed with the records of the Corporation and a copy of it shall be delivered to each Director not more than thirty (30) days after its receipt by the Board.

Section Eight. Fidelity Bonds, Proviso. Fidelity bonds may be required by the Board from all Directors, Officers, employees, and agents of the Corporation handling, controlling, disbursing, or otherwise responsible for the Corporation's funds, and from any contractor handling or responsible for the Corporation's funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Corporation.

**ARTICLE SEVEN. TRANSACTIONS IN
WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

Section One. Contracts or Transactions. No contract or transaction between the Corporation and one or more of its Directors or Officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose.

Section Two. Conflict of Interest. All Officers and Directors shall disclose all real and apparent conflicts of interest which they may discover or have brought to their attention in connection with the Corporation's activities. "Disclosure" shall mean providing promptly to the Board of Directors a written description of the facts comprising the real or apparent conflict. An annual disclosure statement may be circulated to all Officers and Directors to assist them in considering such disclosures, but disclosure is required whenever conflicts arise. Disclosure notices received in connection with an issue before the Board of Directors shall be noted for the record in the minutes of the meeting of the Board. Directors and Officers shall not be precluded from doing business with the businesses, borrowers, governmental entities and agencies who do business with the Corporation, provided that the Director or Officer, as the case may be, shall advise the Board in writing in advance of its intention to do business with any such parties and fully disclose to the Board all aspects of the proposed business relationship. No

Director shall participate in any debate about or vote on any matter in which, to his or her knowledge, the Director, his immediate family or partners, or an organization in which the Director is serving as an officer, director, trustee, partner, or employee has a direct or indirect financial interest as defined by the policies of the Board of Directors.

Section Three. Interested Directors. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized a contract or transaction under this article.

ARTICLE EIGHT. MISCELLANEOUS

Section One. Books and Records. The Corporation shall prepare and maintain correct and complete books and records of account and shall also keep minutes of the meetings of the Board of Directors and committees, and shall keep at the registered or principal office a membership book giving the names and addresses of members entitled to vote. All books and records of the Corporation may be inspected by any Director or the agent or attorney of Director, or any proper person, at any reasonable time.

Section Two. Corporate Seal. The Board of Directors shall provide a corporate seal described as follows:

It shall bear the name of the Corporation "Business Loan Fund of the Palm Beaches, Inc.", the year of incorporation "1996", and the words "Florida," and "Not for Profit Corporation".

Section Three. Parliamentary Rules, Roberts Rules of Order. Parliamentary Rules, Roberts Rules of Order (latest edition) shall govern the conduct of the Corporation proceedings when not in conflict with the Articles of Incorporation, these By-laws, or the laws of the State of Florida.

Section Four. Severability. Should any of the provisions contained in these By-laws (or any portion of any provision) be void or be or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

Section Five. Captions. The captions of the articles and sections in these By-laws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-laws for the intent of any provision of these By-laws.

ARTICLE NINE. AMENDMENTS

Power of Directors to Amend By-laws. Subject to any limitations which may be imposed by the Articles of Incorporation

or applicable law, the By-laws of the Corporation may be amended, repealed, or added to, or new By-laws may be adopted, by the affirmative vote of the majority of the Board of Directors.

The undersigned Officers certify that these By-Laws were adopted by the Board of Directors of the Corporation on 27th
June, 1996.

Virginia Martin
, Secretary

Robert B. Brown
, President

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