

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** February 11, 2025       Consent       Regular  
     Ordinance       Public Hearing

**Department:** Department of Housing and Economic Development

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** Notice of Termination of the Economic Development Agreement (Agreement) (R2024-1422) with Business Loan Fund of the Palm Beaches, Inc., (BLF) for the Community Block Grant (CDBG) Program.

**Summary:** On October 1, 2024, Palm Beach County (County) entered into an Agreement with BLF to provide \$80,000 in CDBG funds for economic development services. The County was made aware on December 3, 2024 that the BLF intends to dissolve the organization and will not be able to provide the services under the Agreement. To date, the County has not disbursed any of the \$80,000 allocated under FY2024-2025 to BLF and no repayment or reversion of assets obligation is required by BLF.

BLF was provided a Notice of Termination in a letter dated December 3, 2024, whereby the County terminated the Agreement with no further action required by BLF or the County. The CDBG funds shall be reprogrammed for other eligible uses, and recommended contracts will be placed on a future Board of County Commissioners agenda.  
Countywide (HJF)

**Background and Justification:** BLF, is a non-profit organization which provided technical assistance and business loans for the established, stabilization and expansion of small businesses within the County’s CDBG jurisdiction.

**Attachments:**

1. Notice of Termination letter dated December 3, 2024
2. Economic Development Agreement (R2024-1422) with BLF

**Recommended By:** Jonathan Braden      1/10/2025  
    Department Director      Date

**Approved By:** [Signature]      1-25-25  
    Assistant County Administrator      Date

**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)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				

# 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   No  X   
 Does this Item include the use of State funds? Yes   No  X

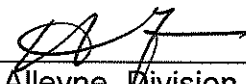
Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201 Program Code/Period BG70C/GY24

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

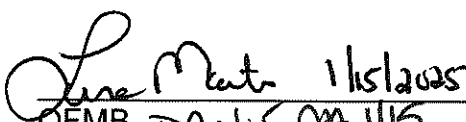
Source of funding was CDBG Economic Development Program funds under FY2024-2025 and shall be reprogrammed for other eligible uses.


**C. Departmental Fiscal Review:**

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

**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB DA 1/15 QA 1/15

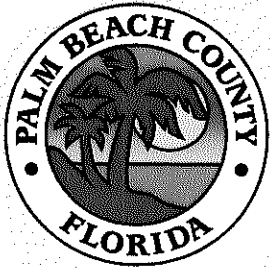
  
 \_\_\_\_\_ 1/17/25  
 Contract Development and Control  
 ZG 1.14.25

**B. Legal Sufficiency:**

  
 \_\_\_\_\_ 1/23/25  
 Assistant County Attorney

**C. Other Department Review:**

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



December 3, 2024

Attn: Alpha Stevenson, BSW, MSL  
Executive Director  
Business Loan Fund of the Palm Beaches, Inc.,  
2200 North Florida Mango Road, Suite 401  
West Palm Beach, FL 33409

Department of Housing and  
Economic Development

Contracts Development and  
Quality Control

100 Australian Avenue  
Suite #500

West Palm Beach, FL 33406

(561) 233-3600

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

Palm Beach County  
Board of County  
Commissioners

Maria G. Marino  
Mayor

Sara Baxter  
Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

RE: **Notification of Termination of Agreement (R2024-1422) between Business Loan Fund of the Palm Beaches, Inc and Palm Beach County dated October 1, 2024**

Ms. Alpha Stevenson,

Please accept this letter as written notice of Termination of the CDBG Agreement (R2024-1422) between Business Loan Fund of the Palm Beaches, Inc. (BLF) and Palm Beach County (County) dated October 1, 2024 under FY2024-2025 (Agreement).

Based on your notification to the County of BLF's intent to cease operation, the County is providing Notice of Termination, as provided in Section 18 (C) of the Agreement.

The eighty thousand (\$80,000) dollars in CDBG funds provided to BLF for FY20204-2025 have not been disbursed and therefore no repayment or reversion of assets obligation is required by BLF. The Agreement is terminated as of the date of this letter and no further action will be required by BLF or the County.

Should you have any questions in reference to this letter, please contact Jeffrey Bolton, at [JSBolton@pbc.gov](mailto:JSBolton@pbc.gov). Thank you for your efforts and interest in Palm Beach County.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Brown".

Jonathan Brown, Director  
Department of Housing and Economic Development

Cc Sherry Howard, Deputy Director, DHED  
Jeffrey Bolton, Division Director, Contracts Development & Quality Control

"An Equal Opportunity  
Affirmative Action Employer"



December 3, 2024

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

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**CDBG ECONOMIC DEVELOPMENT AGREEMENT**

**BETWEEN PALM BEACH COUNTY**

**AND**

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

R2024 1422 OCT 22 2024

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 SUBRECIPIENT**

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 (6<sup>th</sup> 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](mailto: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.

R2024 1422  
OCT 22 2024

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

By: *Jonathan Brown*  
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

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

Digitally signed by Howard J. Falcon III  
DN: cn=Howard J. Falcon III, o=Palm Beach County, ou=CAATT, ou=Users, cn=Falcon III, e=HFalcon3@palmbeach.fl.us  
Date: 2024.09.19 11:35:41 EDT  
Reason: I am approving this document  
DocID: 2024-09-19 11:35:41 EDT  
DocType: Policy Version: 12.1.0

By: *Sherry Howard*  
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 15<sup>th</sup> 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 15<sup>th</sup> 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 (12<sup>th</sup>) "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