

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 3, 2006

Consent

Regular

Ordinance

Public Hearing

Department

Submitted By: Administration

Submitted For: Office of Small Business Assistance

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Approve a grant agreement with the Palm Beach County Resource Center, Inc., (PBCRC) a not-for-profit 501(c) (3) corporation in the amount of \$96,800 for consulting/professional services for the period of October 1, 2006 through September 30, 2007. **Summary:** This agreement with the PBCRC provides funding for activities and services to assist and develop small businesses in Palm Beach County. The PBCRC provides local businesses with access to capital, technical assistance, and procurement opportunities. Staff has determined that the services and assistance provided by the PBCRC are essential to the small business community.

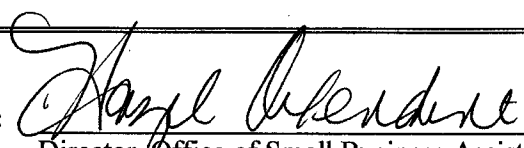
On August 4, 2006, the Office of Small Business Assistance completed an audit for Programmatic Efficiency, Financial Accountability, Contract Compliancy and Customer Satisfaction, and concluded that the PBCRC has successfully provided business development services to both start-up and existing businesses. As of August 31, 2006, the PBCRC exceeded all but one of its contracted goals. The PBCRC expects to achieve 100 clients by September 30, 2006. Countywide (TKF)

	Deliverables	FY 06 Contracted	Achieved (As of 8/31/06)	FY 07 Contracted
1	Loans Approved	\$1,470,000	2,560,180	1,543,500
2	Procurements Approved	4,200,000	8,867,244	4,410,000
3	New Clients Assisted	100	92	100
4	Client Service Hours	3,000	7,200	3,150

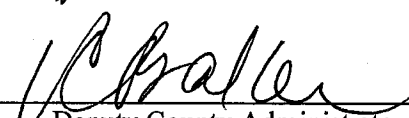
Background Justification: In 1998, the Palm Beach County responded to a request for emergency funding for the Palm Beach County Resource Center, Inc. (PBCRC). Formal funding of the PBCRC commenced in 1999. The PBCRC is a not-for-profit successor to the Minority Business Development Center (MBDC) operated by the former Suncoast Chamber of Commerce.

Attachments:

1. Contract for Consulting Services
2. Insurance Documents

Recommended By: 
Director, Office of Small Business Assistance

9/18/06
Date

Approved By: 
Deputy County Administrator

9/27/06
Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$96,800</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind March (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>\$96,800</u>	_____	_____	_____	_____
# Additional FTE	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	<u> X </u> Yes		_____ No		
Budget Account No.:	_____ Fund	<u>0001</u> Agency	<u>768</u> Org	<u>7658</u> Object	<u>3401</u>
	_____ Reporting Category				

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

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 9-19-06
 OFMB
 9/19/2006
[Signature]
 Contract Administration

_____ Date
 9/22/06 Date

OSBA is obtaining updated insurance.

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

_____ Date
 9/25/06 Date

[Signature]
 9/22/06
 This Contract complies with our contract review requirements.

C. Other Department Review

[Signature]
 Department Director

_____ Date
 06/9/18 Date

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

PBCRC is a race and gender neutral program whose mission is to provide technical assistance services, including:

Incorporation Services	On-Line Dodge Reports
Feasibility Studies	Strategic & Economic Analyses
Business Plans	Debt Modification Packages
Loan Packages	Bid Preparation
Surety Bond Packages	Procurement Assistance
SBE, M/WBE, SDB & 8(a) Certification Packages	Compliance of Letters of Credit

PBCRC has a well established track record for providing technical assistance to small businesses throughout the County, and is recognized as an essential member of our "business support network." Both OSBA and the Office of Economic Development routinely refer clients to PBCRC for assistance. It is staff's observation that the response to clients is timely, appropriate for the assistance required, and delivered in a professional manner.

Risk Management has reviewed the services offered under this contract and has deemed Directors and Officers Liability Coverage an acceptable alternative to Professional Liability.

10/01/06

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the **1st day of October, 2006**, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the **COUNTY**, and **PALM BEACH COUNTY RESOURCE CENTER, INC. (PBCRC)**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. number is **65-0880746**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of small business assistance, as more specifically set forth in the Scope of Work detailed in **Exhibit "A"**.

The COUNTY's representative/liaison during the performance of this Contract shall be Hazel L. K. Oxendine, Director, Office of Small Business Assistance, 50 South Military Trail, Suite 209, West Palm Beach, Florida 33415, telephone no. (561) 616-6840.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on **October 1, 2006** and complete all services by **September 30, 2007**.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Eighty-eight Thousand Dollars (\$96,800.00) per year. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Zero Dollars (\$0), and in accordance with the list of the types and amounts of expenditures eligible for

reimbursement as set forth in **Exhibit "B"**. All requests for payment of "out-of-pocket" expenses eligible under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department.

Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section II 2.061, Florida Statutes.

- D. **Final Invoice:** In order for both parties herein to close their books and records, the CONSULTANT will clearly state "**final invoice**" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONSULTANT upon thirty (30) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. stop work on the date and to the extent specified;
- B. terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. transfer all work in process, completed work, and other materials related to the terminated

work to the COUNTY; and

D. continue and complete all parts of the work that have not been terminated

ARTICLE 6 - PERSONNEL

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

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

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

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

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

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. The CONSULTANT agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each Small Business Enterprise utilized on this contract must be certified by Palm Beach County in order to be counted toward the contract goal.

The CONSULTANT further agrees to provide the Office of Small Business Assistance with a copy of the CONSULTANT's contract with the SBE sub-consultant or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Contract as it relates to the use of SBE firms. Any SBEs who, for any reason, no longer remain associated with the contract of CONSULTANT shall be replaced

with other certified SBEs, unless approval to the contrary is granted by the County.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Section 2-80.21 through 2-80.34 and any revisions thereto, effective October, 2002, and will allow the County to inspect such records.

ARTICLE 8 - 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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT, are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employer's Liability** CONSULTANT shall maintain Worker's Compensation & Employer's Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Directors and Officers Liability** CONSULTANT shall agree to maintain Directors and Officers Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$500,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. CONSULTANT shall agree this coverage shall be provided on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "*Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.*" CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT 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 CONSULTANT shall agree to 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 a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The

COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** 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, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants or employees in the performance of services under this Contract.

To the fullest extent permitted by law, the CONSULTANT further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. 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 or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT 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 or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of service being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and the information and data obtained, developed or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract 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.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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 Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 21 - NON-DISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATION OF WORK

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

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

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the Board of County Commissioners for Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Hazel L. K. Oxendine, Director
Palm Beach County Office of Small Business Assistance
50 South Military Trail, Suite 209
West Palm Beach, FL 33415

and if sent to the CONSULTANT shall be mailed to:

Mr. Paul Skyers, Director
Palm Beach County Resource Center
2001 Broadway, Suite 250
Riviera Beach, FL 33404

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

Deputy Clerk

Tony Masilotti, Chairman

WITNESS:

CONSULTANT:



Signature

Palm Beach County Resource Center, Inc.
Company Name


GAIL M. Reynolds
Name (type or print)



Signature

**Approved as to Terms and Conditions
Office of Small Business Assistance**

Ian Paul Skyers
Name (type or print)



Hazel L. K. Oxendine, Director

Approved as to Form and Legal Sufficiency



*Tammy K. Fields
Senior Assistant County Attorney*

(corp. seal)

Exhibit "A"

**SCOPE OF WORK
Palm Beach County Resource Center
FY 2006 - 2007**

- A. The CONSULTANT shall provide business counseling and technical assistance to Palm Beach County businesses for the period October 1, 2006 through September 30, 2007.

The services to be provided include but are not limited to the following:

Incorporation Services	On-Line Dodge Reports Strategic & Econ. Analyses
Feasibility Studies	Debt Modification Packages
Business Plans	Bid Preparation
Loan Packages	Procurement Assistance
Surety Bond Packages	Compliance of Letters of Credit
S/M/WBE, SDB, & 8(a) Cert. Pkgs.	

- B. The CONSULTANT shall achieve the following deliverable within the specified contract period:

Deliverables	GOALS
Loans Approved	1,543,500
Procurements approved	4,410,000
New Clients Assisted	100
Client Service Hours	3,150

- C. The CONSULTANT shall expedite consideration of referrals from the COUNTY's Office of Small Business Assistance, Office of Economic Development, and agencies comprising the COUNTY's business incubator system, and;

- I. shall provide one-on-one individualized management and technical assistance to Palm Beach County business owners and entrepreneurs. Assistance provided these vendors should be summarized and referred to OSBA for participation in the Small Business Program; and
- II. shall submit referral forms on OSBA clients with an attached summary of anticipated services not more that two weeks after making contact with referral to enable OSBA to continue with on-going assistance, when appropriate.

The CONSULTANT will submit a business profile on at least one business per quarter on a firm domiciled in Palm Beach County, to include: name, location, industry, gross volume, number of employees, services provided and anticipated outcome.

- D.** The CONSULTANT shall submit with each monthly payment invoice a report on the contract deliverables. This report shall contain a project narrative and statistical presentation describing names, addresses and telephone numbers of all applicants for services as well as clients engaged under this contract; a description of the services provided or contemplated to be provided to the client; a description of outcomes resulting from consultation and services provided to clients and a presentation on progress achieved toward attainment of goals identified in Paragraph B above.
- E.** The report shall also identify the source of referrals for services to the agency.

Exhibit "B"

**MONTHLY PAYMENT SCHEDULE
Palm Beach County Resource Center
FY 07**

The CONSULTANT shall be reimbursed up to an amount of \$8,066.66 per month for payroll costs, and in compliance with provisions of Paragraphs (D) and (E) of **Exhibit "A"** of this contract.

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR GI
SUNCOA3

DATE (MM/DD/YYYY)
07/20/06

PRODUCER
Gallo Insurance Agency, Inc
formally Slaton Ins SBU
P. O. Box 10549
Riviera Beach FL 33419
Phone: 561-694-6666 Fax: 561-694-6986

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Palm Beach County Resource Center Inc.
2001 Broadway #250
Riviera Beach FL 33404

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zenith Insurance Company	
INSURER B: Colony Insurance Co.	
INSURER C: ESSEX INS CO	
INSURER D: Citizens P&C Corporation	
INSURER E: United States Liability Ins.Gr	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NO/Hired \$1,000,0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL3235924	10/01/05	10/01/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ exclude GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> D & O \$500,000 \$0 Ded	GL3235924	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NDO1049756A	08/24/05	08/24/06	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				WC STATU-TORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z833481208	04/29/06	04/29/07	
C		Property Section	1CJ9049	06/21/06	06/21/07	1000 ded 35000 cts
D		wind	1085472	06/21/06	06/21/07	1000 ded 35000 cts

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 additional insured: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. 45 days for non renewal and 10 days for Non Pay. We are not allow to change written notice to 30 days. Cannot alter policy. for non pay.

CERTIFICATE HOLDER	CANCELLATION
PBCOUN6 Palm Beach County Board of County Commissioners, % OSBA 50 S Military Trail #209 West Palm Beach FL 33415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Gallo Insurance Agency <i>Al Vanzet</i>