

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

Meeting Date: September 11, 2007       Consent       Regular  
 Ordinance       Public Hearing

Department: Administration

Submitted By: Administration

Submitted For: Office of Small Business Assistance

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: Approve a contract with Florida Atlantic University Small Business Development Center (SBDC) in the amount of \$94,000 to provide technical assistance and training to small businesses in Palm Beach County for the period of October 1, 2007 through September 30, 2008.

**Summary:** This contract provides Palm Beach County's Small Business Enterprise firms with technical assistance and training in the form of direct consulting services in the areas of finance, marketing, management, construction, human resources, business plans and international trade. In addition, \$50,000 of the \$94,000 contracted amount will secure services to develop federal certifications, such as 8 (a), HUBZone and Small Disadvantaged Business; identify federal contract opportunities for local small businesses; and, assist local businesses in submitting bids to local, state, and federal agencies.

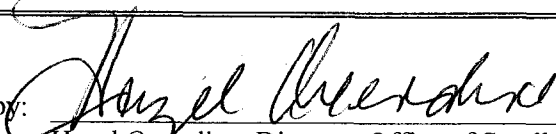
On July 3, 2007 the Office of Small Business Assistance completed an audit for Programmatic Efficiency, Financial Accountability, Contract Compliancy and Customer Satisfaction, and concluded that the SBDC satisfactorily provides business consultation services to both start-up and existing businesses. As of August 31, 2007, the SBDC exceeded the majority of deliverables for the Scope of Work. Countywide (TKF)

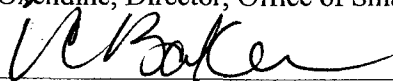
	Deliverables	FY 07 Contracted	Achieved As of 8/31/07	FY 08 Contracted
<b>SBDC</b>				
1	Management & Technical Assistance Clients	440	658	440
2	Loans Approved	\$1,750,000	\$3,056,430	\$1,750,000
3	Client Profiles	4	3	4
<b>PTACP</b>				
4	Management & Technical Assistance Clients	65	86	65
5	Procurement Approved	\$3,500,000	\$60,050,974	\$3,500,000
6	Government Procurement Seminars	16	9	16
7	Certification Training	8	12	8
8	Review of RFP/Bid Process	6	7	6

**Background and Policy Issues:** To expand procurement assistance in Palm Beach County, the U. S. Department of Defense/Defense Logistics Agency (DOD/DLA) initiated a joint funding effort that provides federal funds to FAU in the amount of \$60,000 if Palm Beach County provides \$50,000 in funding support for a Procurement Technical Assistance Center Program (PTACP). This contract is, in part, an effort to comply with the U.S. Small Business Administration's requirement for a local match

Attachments:

1. Contract for Consulting Services

Recommended by:  9/5/07  
Hazel Oxendine, Director, Office of Small Business Assistance      Date

Approved By:  9/10/07  
Verdenia Baker, Deputy County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011
Capital Expenditures				
Operating Costs	\$94,000			
External Revenues				
Program Income (County)				
In-Kind March (County)				
Net Fiscal Impact	\$94,000			
# Additional FTE				


*Proposed*

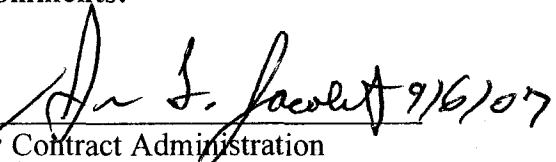
Is Item Included in <del>Current</del> Budget?	Yes <u>X</u>	No <u>    </u>		
Budget Account No.:	Fund <u>0001</u>	Agency <u>768</u>	Org <u>7658</u>	Object <u>3401</u>
Reporting Category				

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

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

 9-5-07  
 OFMB CN 9/4/07

 9/6/07  
 Contract Administration 9/5/07

**B. Legal Sufficiency:**

This Contract complies with our Contract review requirements. OSBA is obtaining an update Certificate of Insurance for Worker's Compensation.

 9/6/07  
 Assistant County Attorney

**C. Other Department Review:**

  
 Department Director

10/01/2007

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the first day of October, 2007 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 Florida Atlantic University Board of Trustees, a corporation for the benefit of the University's **Small Business Development Center**, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. number is **07007140360**.

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 training, procurement, financial and management assistance to prospective and existing small business owners/operators throughout Palm Beach County, as more specifically set forth in the Scope of Work detailed in **Exhibit "A"**.

The **COUNTY** representative/liaison during the performance of this Contract shall be Hazel Oxendine, Director, Office Of Small Business Assistance, 50 Military Trail, Suite 209, West Palm Beach, Fl 33415, Telephone no. 561-616-6840.

The **CONSULTANT**'s representative/liaison during the performance of this Contract shall be Nancy Young, Director, Small Business Development Center 777 Glades Road, Bldg, Boca Raton, Fl 33431, and telephone no. 561-297-1149.

### **ARTICLE 2 - SCHEDULE**

The **CONSULTANT** shall commence services on October 1, 2007 and complete all services by September 30, 2008.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit "A"**.

### **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 Ninety-Four Thousand Dollars (\$94,000). 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 quarterly basis, or as otherwise provided, 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, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will not be reimbursed under this contract.
- 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 shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the 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 noncurrent 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 terminated 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.
- 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.

All of the CONSULTANT's personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

#### **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 additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor 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 this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Sections 2-80.21 through 2-80.34 and any revisions thereto, 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 unless the consultant itself qualifies, 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 for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. Without waiving the right to sovereign immunity as provided by §.768.28 *f.s.*, CONSULTANT acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CONSULTANT maintains third party Commercial General Liability in lieu of exclusive reliance of self-insurance under §.768.28 *f.s.*, CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

CONSULTANT agrees to maintain, or be self-insured for, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When required, CONSULTANT shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above-mentioned coverages.

## **ARTICLE 11 - INDEMNIFICATION**

To the extent provided by law, CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT. Nothing in this paragraph shall be deemed a waiver of sovereign immunity by CONSULTANT.

## **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 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 prior 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, 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 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of 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 of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 CONSULTANT's judgment 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 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 subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's as 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.

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 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 court order. All drawings, maps, sketches, programs, data base, 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 CONSULTANTs 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.

#### **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 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 or termination 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 - NONDISCRIMINATION**

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 CONSULTANT 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 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the 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 affect 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 on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract 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:

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

With copy to:

Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, FL 33401

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

Gerald Goldberger, PhD, Assistant Vice President, Office of Sponsored Research  
Division of Research and Graduate Studies  
Florida Atlantic University  
777 Glades Road  
P. O. Box 3091  
Boca Raton, FL 33431

The SBDC Project Director assigned to Palm Beach County will be the Point of Contact for OSBA to promote maximum workflow and communications.

**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 25- 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*

\_\_\_\_\_  
*Addie L. Greene, Chairperson*

**WITNESS:**  
\_\_\_\_\_  
*Nancy Young*

FLORIDA ATLANTIC UNIVERSITY  
Small Business Development Center  
Company Name

\_\_\_\_\_  
Nancy Young  
*Name*

\_\_\_\_\_  
*Diane R. Glickman*  
Diane R. Glickman, Associate Director  
Sponsored Research

Approved as to Terms and Conditions  
Office of Small Business Assistance  
\_\_\_\_\_  
*Hazel L. K. Oxendine*  
Hazel L. K. Oxendine, Director

\_\_\_\_\_  
*Gerald N. Goldberger*  
Gerald N. Goldberger  
Assistant Vice President  
Office of Sponsored Research

Approved as to Form and Legal Sufficiency  
\_\_\_\_\_  
*Tammy K. Fields*  
Tammy K. Fields  
Senior Assistant County Attorney

APPROVED AS TO FORM AND LEGALITY  
General Counsel  
Florida Atlantic University  
(Corp. Seal)  
8/31/07

## EXHIBIT "A"

### SCOPE OF WORK

FY 07

SBDC (\$44,000)

#### I. SBDC shall:

- A. Provide one-on-one individualized management and technical assistance to 440 Palm Beach County business owners and entrepreneurs, exclusive of workshop attendees.
- B. Acquire loan approvals for SBDC clients domiciled in Palm Beach County, in the amount of \$1,000,000.
- C. Return referral forms on OSBA clients with an attached summary of anticipated services not more than two weeks after making contact with referral to enable OSBA to continue with ongoing assistance when appropriate. When clients are serviced in more than one quarter, OSBA is to be advised of updated services and/or status of client referrals.

#### II. The SBDC will facilitate the presentation of four seminars, one (1) per quarter relevant to small business owners and entrepreneurs who are, or may become, OSBA clients. Names are to be solicited from Palm Beach County business partners, Chambers of Commerce, CRAs, etc. A list of the businesses and entrepreneurs attending seminars will be provided to OSBA. These four (4) seminars will be conveniently located in mid-county and OSBA will provide labels for mailings to Palm Beach County SBEs and registered vendors. Not later than one month prior to the close of the preceding quarter, OSBA and the SBDC will negotiate seminar topics, speakers and format to incorporate changes in the economic environment, and local, state and federal government priorities.

Seminar topics for consideration include: Developing Joint Ventures, Business Structures, S-Corps, C-Corps, Partnerships, Sole Proprietorships, 501(C)(3), "Buying an Existing Business," "What You Should Know Before Making the Decision to Purchase or Assume Ownership," "Networking Your Way to Business Success," and "Financing Options and Profit Expectations for Start-Up Businesses."

#### III. At the discretion of OSBA, SBDC may operate as a component of the OSBA Certification Process. As part of the certification eligibility requirements, an applicant operating a business for less than one year and/or has limited educational or business background/experience may be required to receive training from SBDC. Upon completion, the business will be issued a Certificate of Completion prior to being considered for certification as an SBE with Palm Beach County.

**PTAC (\$50,000)**

FAU/PTAC will conduct sixteen (16) government procurement seminars throughout the County (North, South, East and West) inclusive of: "Government 101 - The Road Less Traveled" (3), "Searching the Internet for Government Opportunity" (2), "Finding Your Way the GSA Way" (3), "To Market to Market: How to Market Your Business After Certification" (2), and, "Taking the Mystery Out of Doing Business With the Government" (2).

The PTACP will conduct eight (8) events to assist business owners with government certification including, but not limited to, State of Florida S/M/WBE Program, SDB, 8(a) and HUBZone. OSBA staff will present County SBE certification. OSBA will assist in coordinating dates, times and locations for events at County facilities. Also, SBDC/PTAC will facilitate the presentation of six (6) workshops on the County procurement process. County staff will present how the process works within local government.

FAU/PTAC will provide one-on-one assistance to sixty-five (65) businesses, exclusive of workshop attendees, with a goal of \$2,750,000 in procurements approved for this fiscal year. PTAC will provide information on industry served, certification held by businesses, and the source/s and amount/s of procurements acquired.

- III.** FAU will submit to the Office of Small Business Assistance quarterly reports on the deliverables herein outlined. The last quarter report will consist of two months to allow time for Grantee Review with the YTD report submitted not later than October 15. These reports will also include information on Palm Beach County clients served each day, to include name, business type, number of employees, market area served, and description of services provided by the SBDC. At least one client profile, highlighting SBDC/PTAC services, shall accompany each quarterly report.

FAU will submit to OSBA an invoice with the required reports on a quarterly basis. Each report should be accompanied by a cover letter summarizing the quarter's activities and should briefly describe goal attainment, problems experienced, if any, and recommendations. Reimbursement to the SBDC will be made for documented progress on deliverables noted in the Scope of Work

Designated staff from the OSBA and the SBDC will meet quarterly to discuss the progress of activities and related information.

- IV.** FAU will report the receipt of any additional income earned to the OSBA Director on a quarterly basis. Income earned by the SBDC will be considered program income and will be subject to the OSBA/ County regulations governing this agreement.

- V.** The SBDC will display flyers, brochures and other related County program materials at SBDC offices, as provided.

Deliverables FY 2008		Contracted
<b>SBDC</b>		
1	Management & Technical Assistance Clients	440
2	Loans Approved	\$1,750,000
3	Client Profiles	4
<b>PTAC</b>		
4	Managed & Technical Assistance Clients	65
5	Procurement Approved	\$3,500,000
6	Government Procurement Seminars	16
7	Certification Training	8
8	Review of RFP/ Bid Process	6

**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS  
FY 08**

The Scope of Work to be completed by CONSULTANT as defined in **Exhibit "A"** consists of specific workshops, procurements, loan approvals, seminars and technical assistance provided to Small, Minority and Women Business Enterprises. The total contract of \$94,000 will be pro-rated over a period of four (4) quarters and paid in installments as listed below. With each quarterly deliverable the CONSULTANT will submit verification of direct expenses and indirect costs paid which are reimbursable under this contract.

Schedule of Payment	
January, 2008	\$23,500
April, 2008	\$23,500
July, 2008	\$23,500
October, 2008	\$23,500

Deliverables shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, *work plans*, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports, related draft reports, and *verifiable* deliverables.





CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA

ALEX SINK  
STATE RISK MANAGEMENT TRUST FUND

## CERTIFICATE OF COVERAGE

Policy Number: GL-07-0201 GENERAL LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$100,000.00 each person  
\$200,000.00 each occurrence

Inception Date: 7/1/07

Expiration Date: 7/1/08

*Alex Sink*

Chief Financial Officer

DI4-863  
(REV. 3/01)



CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA

*File with  
SBA  
Contract*

ALEX SINK  
STATE RISK MANAGEMENT TRUST FUND

**CERTIFICATE OF COVERAGE**

Policy Number: WC-07-0201 STATE EMPLOYEE WORKERS'  
COMPENSATION and EMPLOYER'S  
LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$100,000.00 each person  
\$200,000.00 each occurrence

Inception Date: 7/1/07

Expiration Date: 7/1/08

*Alex Sink*

Chief Financial Officer

D14-867  
(REV. 3/01)



**DEPARTMENT OF FINANCIAL SERVICES**  
*Division of Risk Management*

**STATE RISK MANAGEMENT TRUST FUND  
 STATE EMPLOYEE WORKERS' COMPENSATION AND  
 EMPLOYER'S LIABILITY  
 CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

**I. Coverages**

**A. Coverage A - Workers' Compensation**

To pay promptly when due all compensation and other benefits required of the Insured by the Workers' Compensation Laws.

**B. Coverage B - Employer's Liability**

To pay on behalf of the Insured all sums which the Insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the Insured and which arise out of and in the course of his employment with the Insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

**II. Defense, Settlement, Supplementary Payments**

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the Insured seeking such benefits and any suit against the Insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the Insured in order to determine the legal liability of the Insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the Insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this Insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

**III. Definitions**

- (a) **Workers' Compensation Law** - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) **State** - Any state or territory of the United States of America and the District of Columbia.
- (c) **Bodily Injury by Accident - Bodily Injury by Disease** - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results

directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".

- (d) **Assault and Battery** - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the Insured.

**IV. Applications of Coverage**

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

**V. Exclusions**

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the Insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**VI. Conditions:**

**A. Premium**

Premium charges shall be assessed in accordance with the provisions of Chapter 264, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the Insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an Insured. The premium must be paid promptly by an Insured agency from its operating budget upon receiving the premium bill or invoice.

**B. Inspection**

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

**C. Insured's Duties in the Event of Injury, Claim or Suit**

**(1) Notice of Injury**

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, Bureau of State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

**(2) Notice of Claim or Suit**

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

**(3) Assistance and Cooperation of the Insured**

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

**(4) Statutory Provisions - Coverage A**

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

**(5) Limits of Liability - Coverage B**

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.26, Florida Statutes.

**(6) Other Insurance**

**Coverage A** - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.

**Coverage B** - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

**(7) Subrogation**

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**(8) Cancellation**

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

**(9) Terms of Coverage Conformed to Statute**

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.26, Florida Statutes, are hereby amended to conform to such laws.

**(10) Self-Insurance Coverage**

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.