

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item #:

3A-12

AGENDA ITEM SUMMARY

Meeting Date: November 16, 2010

☒ Consent
☐ Workshop

☐ Regular
☐ Public Hearing

Department: County Administration
Submitted By: County Administration
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Contract for Consulting/Professional Services with The Center for Technology, Enterprise and Development, Inc. (TED Center) totaling \$190,080 funded under the Community Development Block Grant (CDBG) Economic Set-Aside Program FY 2010/2011 for the period of October 1, 2010 to September 30, 2011.

Summary: The Center for Technology, Enterprise and Development, Inc. (TED Center), a non-profit organization, is a business incubator with associated programs and services designed to improve the viability and strength of small businesses. The primary objective of the TED Center is to provide business resources and support services for business opportunities. The Contract with the TED Center will provide for operational expenses necessary to provide countywide business assistance for the development and expansion of microenterprises defined as "commercial enterprises" that have five or less employees. The scope of services for FY 2010/2011 include creating a minimum of fifteen (15) full time equivalent (FTE) jobs countywide. Funding for the TED Center totaling \$190,080 is included in the approved FY 2010/2011 budget. **These are Federal CDBG funds which do not require a local match.** Countywide (DW)

Background and Policy Issues: At a budget workshop on Economic Development, held on July 7, 1997, Palm Beach County Department of Housing and Community Development (HCD) was requested by the Board of County Commissioners (BCC) to set aside ten percent (10%) of its annual CDBG entitlement to fund economic development activities. As a result, HCD implemented its Economic Development Set-Aside Program in Fiscal Year 1998-99 and has funded the program each year subsequently. During FY 2006/2007 Palm Beach County's Economic Development Office began administering the CDBG/Economic Development Set-Aside Program. On September 23, 2008, the Board of County Commissioners (BCC) approved criteria changes to the CDBG Economic Set-Aside Program to allow County subrecipients to receive non-competitive funds for "special economic development activities" (24 CFR 570.203) as an activity eligible for CDBG funding.

Attachments:

1. Contract for Consulting/Professional Services

Recommended by:

Economic Development Director

Date

Approved by:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	0	0	0	0	0
Operating Costs	\$190,080	0	0	0	0
External Revenues	(\$190,080)	0	0	0	0
Program Income (PBC)	0	0	0	0	0
In-Kind Match (PBC)	0	0	0	0	0
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE	=====	=====	=====	=====	=====
POSITIONS (Cumulative)	=====	=====	=====	=====	=====

Is Item Included In Current Budget? Yes No

Budget Account No: Fund 1101 Agency 143 Org. 1431 Object 8201


Program Code/Grant Year: BG70 / GY10

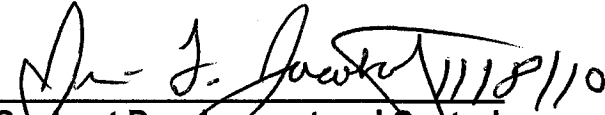
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


OFMB
SU 11/9/10 11/9/10



Contract Development and Control
11/8/10
This contract complies with our contract review requirements.

B. Legal Sufficiency:


11/9/10
Sr. Assistant County Attorney
Contracts have been executed.

At the time of our review, the contract was not executed.

C. Other Department Review:


Department Director

This summary is not to be used as a basis for payment.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of November, 2010 (the "Effective Date"), 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 The Center for Technology, Enterprise and Development, Inc., a not-for-profit Florida Corporation, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0362710.

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/consulting services in the area of microenterprise development meeting the U.S. Department of Housing and Urban Development's definition of microenterprise (24 CFR 570.201(o)(1)) and meeting a national objective in that at least 51% of the jobs created through this Contract must be held by, or made available to low- and moderate-income persons, 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 Sherry L. Howard, Director, Office of Economic Development, telephone number (561) 355-1679, email showard@pbcgov.org.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Seabron Smith, Executive Director, The Center for Technology, Enterprise and Development, Inc. (The TED Center), telephone number (561) 265-3790, email seabron1@tedcenter.org.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2010 and complete all services by September 30, 2011.

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 shall not exceed a total contract amount of One Hundred Ninety Thousand and Eighty Dollars (\$190,080). 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, in twelve (12) equal payments of Fifteen Thousand Eight Hundred and Forty Dollars (\$15,840). Invoices shall be accompanied by a monthly status report as required by Exhibit "A", and fully executed copies of Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E".
- 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. 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.

- D. The CONSULTANT hereby covenants and agrees to comply with the job creation goals established in Exhibit "A" for the term of the Contract. If for any reason the CONSULTANT fails to comply with the job creation requirements, the CONSULTANT shall repay the full value of this grant, unless otherwise approved by COUNTY. The provisions of this clause shall survive the expiration of this Contract.

ARTICLE 4 – TRUTH IN NEGOTIATION CERTIFICATE

Signature of the Contract by 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 sixty (60) 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 hereinunder 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 representative 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 capacity of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for particular 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, this 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 the 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, Chapter 2, Article III, Sections 2-71 through 2-80.13 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, 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 years are contingent upon annual appropriations 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. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 Accident 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 & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. 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 CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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. 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 life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage 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 to the policy, 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 specifically prohibits such an endorsement, or which 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'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Sherry L. Howard
Director, Office of Economic Development
301 North Olive Avenue
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for 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 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

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.

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, 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 or 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.

The CONSULTANT shall require each of its employees, directors and agents to complete an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, on the form attached hereto as Exhibit "B" disclosing the name and address of every employee, director or agent having a beneficial interest in any projects recommended by CONSULTANT to COUNTY for all projects recommended by CONSULTANT to the COUNTY. Beneficial Interest forms shall be submitted to the COUNTY prior to any project being recommended to the COUNTY.

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, force majeure, 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 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 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.

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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

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.

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 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.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance 2009-049, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation, gender identity and expression.

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 will 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:

Sherry L. Howard, Director
Office of Economic Development
301 North Olive Avenue
West Palm Beach, Florida 33401

With copy to:

Dawn Wynn, Esquire
County Attorney's Office
301 South Olive Avenue, Suite 601
West Palm Beach, Florida 33401

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

Seabron Smith, Executive Director
The Center for Technology, Enterprise and Development, Inc.
401 West Atlantic, Suite 09
Delray Beach, FL 33444

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.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

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

ARTICLE 30- PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE

The CONSULTANT and its board members shall be prohibited from lobbying as defined under the Palm Beach County Lobbyist Registration Ordinance, Ordinance 2003-018 (effective July 1, 2003) for any project under consideration by the COUNTY.

ARTICLE 31- FEDERAL REQUIREMENTS

- A. The CONSULTANT shall ensure that all activities funded under this Contract meets one of the following national objectives; low/moderate limited clientele; low/moderate income jobs, or low/moderate income area benefit.
- B. The CONSULTANT shall ensure that at least 51% of the jobs created must be made available to or held by low-moderate-moderate income persons. The funding provided under this Contract is from COUNTY Community Development Block Grant (CDBG) funding. When CDBG funds are used to carry out activities for the purpose of creating jobs, the requirement is met by aggregating the jobs created by all microenterprises for which CDBG assistance is obligated for such activities during the Contract term (24 CFR 580.483).
- C. Where CDBG funds are used to carry out activities in a census tract and/or block group with poverty rates of at least 20%, it is a presumption that the jobs created qualify as low

to moderate income (24 CFR 570.208 (a)(4)(v)(A).

- D. The CONSULTANT shall complete the environmental review and clearance procedures of which the activity is a part, as set forth in 24 CFR Part 58.
- E. The CONSULTANT shall certify that, at least 51% of all jobs created will be held by low and moderate income persons, as most recently defined by the Federal Department of Housing and Urban Development (HUD). Low and moderate income status is based on the person's income and household size at the time of hire and is not affected by subsequent raises or promotions.
- F. The CONSULTANT shall maintain proper documentation to verify compliance with 24 CFR 570.901.
- G. No more than forty nine (49) percent of the jobs created may be located inside the HUD Entitlement Communities of West Palm Beach, Boynton Beach, Delray Beach and Boca Raton. If CONSULTANT is located in an entitlement community, or serving beneficiaries countywide, at least fifty-one (51) percent of the jobs created under the terms of this Contract, must be for residents who reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program.

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

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 &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

WITNESS:

By: Pamela L. Nolan
Signature

CONSULTANT:

By: Seabron A. Smith
Signature

PAMELA L. NOLAN
Name (type or print)

Seabron A. Smith
Typed Name

Executive Director
Title

(corp. seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Director, Office of Economic Development

EXHIBIT "A"

SCOPE OF SERVICES

Task 1A – Business Services for Microenterprises

The Center for Technology, Enterprise and Development, Inc. (TED Center) shall provide the specified business services and performance measures below:

- Assist microenterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
- Provide technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises (24CFR 570.201(o)(1) located throughout Palm Beach County including the Lake Region (Glades).
- Provide business assistance that results in the businesses assisted creating **a minimum of fifteen (15)** Full Time Equivalent (FTE) jobs creating a minimum of five (5) FTE jobs in each of the three regions - North, South and Western communities of Palm Beach County, where 1 FTE = 2080 hours of employment per year or two or more job positions that together total 2,080 hours per year for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. The CONSULTANT will request that assisted businesses register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance. A sole proprietorship working full time, and partnerships with each partner working full time, may also be considered as FTEs.

Task 1A – Reporting Deliverables

CONSULTANT shall provide a detailed monthly report to be accompanied by each invoice, which shall include at a minimum the following information:

1. Name of Company
2. Company Address
3. Industry Type (NAICS Code)
4. Census Tract or Block (If poverty rate is 20% or higher)
5. Number of Employees & Initials
6. Job Title
7. Employee Zip Codes
8. Date Hired
9. Salary at Time of Hire
10. Full Time or Part Time
11. Low-Moderate Income Level
12. Present Employee
13. Date Terminated
14. For Jobs Created During Contract Period: Name of Company, Full Time or Part Time, Employee Initials, Job Title, Employee Address, PCN, Date of Hire, Salary at Time of Hire, Family Household Income, No. of Household, Low-Moderate Income Level, Present Salary, Present Employment and Date of Termination.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE:

TO: Sherry Howard, Economic Development Director
Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

FROM: **THE CENTER FOR TECHNOLOGY, ENTERPRISE AND DEVELOPMENT, INC.**

SUBJECT: Reimbursement Request No.-
Contract No.-

=====

Attached, you will find Invoice #____, requesting reimbursement for \$_____. _____ The expenditures for this invoice covers the period of _____ through _____. You will also find attached, a cumulative monthly report relating to the expenditures being involved.

Approved for Submission: _____

EXHIBIT "C"
The Center for Technology, Enterprise and Development, Inc. (TED Center)

Job Creation (Oct. 1, 2010 thru Sept. 30, 2011)

Company		FT or PT	Empl Initials	Job Title	Employee Address	PCN	Date of Hire	Salary at Time of Hire	Family Household Income	No. of Hsehold	Low-Mod. Income Level Base	Present Salary	Present Empl	Date Termin
	1													
	2													
	3													
	4													
	5													
	6													
	7													
	8													
	9													
	19													
	11													
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	24													
	25													
	26													

EXHIBIT "D"

Economic Development Compliance Table

Company Name: _____ Industry Type (NAICS Code) _____

Address: _____ PCN: _____

Please Note the Following: CENSUS TRACT or BLOCK GROUP: _____

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hour per week).

Job Title	Employee Initials	Employee Zip Code	Date Hired	Salary at Time of Hire	Specify: Full Time (FT) or Part Time (PT) And number of hours per week	Low-Mod Income Employee (See Attached Chart) (Yes) or (No)	Present Employee (Yes) or (No)	Date Terminated (If Applicable)

I certify this report to be accurate, based upon actual company records, which will be maintained by The TED Center for monitoring purposes, according to the terms of The TED Center’s agreement with Palm Beach County.

Printed name _____ Title _____ Employer Signature _____ Date _____

EXHIBIT "E"

**Record of Employee Hiring for
HUD and Economic Development Compliance
Oct. 1, 2010 thru Sept. 30, 2011**

(Business Name)

Employee Name: _____

Employee Home Address and Parcel Control Number: _____

The first two digits of the 17 digit Parcel Control Number (PCN) xx-xx-xx-xx-xx-xxx-xxxx help to find out if the location is in or outside the Palm Beach County Entitlement area. If the first two digits of the PCN are 06 or 08 or 12 or 74, then the location is outside the Palm Beach County Entitlement area. The first two digits of the PCNs for the following cities are:

Boca Raton: 06 Boynton Beach: 08 Delray Beach: 12 West Palm Beach: 74

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Please circle below income status at time of Hire:

ANNUAL INCOME LIMITS										
FY 2010 Income Limits Documentation System										
FY 2010 Income Limits Summary										
Palm Beach County, Florida										
FY 2010 Income Limit Area	<u>Median Income</u>	FY 2010 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Palm Beach County	\$67,600	<u>Very Low (50%) Income Limits</u>	\$25,700	\$29,400	\$33,050	\$36,700	\$39,650	\$42,600	\$45,550	\$48,450
		<u>Extremely Low (30%) Income Limits</u>	\$15,400	\$17,600	\$19,800	\$22,000	\$23,800	\$25,550	\$27,300	\$29,050
		<u>Low (80%) Income Limits</u>	\$41,100	\$47,000	\$52,850	\$58,700	\$63,400	\$68,100	\$72,800	\$77,500
Income Limit areas are based on FY 2010 Fair Market Rent (FMR) areas. For a detailed account of how this area is derived please see our associated FY 2010 <u>Fair Market Rent documentation system</u> .										

OR

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in CONSULTANT files for three (3) years for future COUNTY or Federal Audits.

Specify documentation: _____

Signature of Employer and/or Employee _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID MG
CENTE-1

DATE (MM/DD/YYYY)

09/30/10

PRODUCER Caledinas Insurance Group -PBG 4283 Northlake Blvd. Palm Beach Gardens FL 33410 Phone: 561-622-2550 Fax: 561-721-0540	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 The Center for Technology, Enterprise and Development Inc Judy Clark 401 W. Atlantic Ave., Ste 09 Delray Beach FL 33444	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Mutual Fire Ins Co	23779
	INSURER B: Twin City Fire Insurance Co	29459
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	77BO4672073001	02/01/10	02/01/11	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000		
					MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COM/OP AGG	\$ 1,000,000	
					EE Dishon	10,000	
A	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	77BO4672073001	02/01/10	02/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATU-TORY LIMITS	OTH-ER	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
B	OTHER Directors & Office	NOA1305278	12/12/09	12/12/10	1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate holder is listed as additional insured

CERTIFICATE HOLDER Palm Beach County Office of Economic Development 301 N Olive Ave #10 West Palm Beach FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
--	--

Certificate of Insurance
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 described herein.

Named Insured(s):

TriNet HR Corporation
and all its affiliates & subsidiaries*
The Center for Technology Enterprise and Development (Endorsed as alternate employer)

9000 Town Center Parkway
Bradenton, FL 34202

Insurer Affording Coverage
(A) Commerce & Industry Ins Company
(B) Illinois National Insurance Company
(C) Ins Co of the State of Pennsylvania
(D) Nat Union Fire Ins Co of Pittsburgh PA
(E) New Hampshire Insurance Company

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 the 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.

Type of Insurance	Insurer	Policy Number	State	Effective Date	Expiration Date	Limits <input checked="" type="checkbox"/> WC Statutory Limits
Workers' Compensation	(A)	057057094	FL	07-01-2010	07-01-2011	Employers Liability
						Bodily Injury By Accident \$ 2,000,000 Each Accident
						Bodily Injury By Disease \$ 2,000,000 Policy Limit
						Bodily Injury By Disease \$ 2,000,000 Each Person

Other: Client Number 30702

The above referenced workers' compensation policies provide statutory benefits only to the employees of the Named Insured(s) on such policies, not to the employees of any other employer.

* TriNet HR Corporation; TriNet HR V. Inc.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

Certificate Holder

City of Delray Beach
100 NW 1st Ave
Delray Beach, FL 33444-2612

AON Risk Services Northeast, Inc.
AON Risk Services Northeast, Inc.
Authorized Representative of AON Risk Services

(866) 443-8489 07/1/2010
Phone Date Issued