

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 18, 2011 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing  
Department: Administration  
Submitted By: 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 Palm Beach County Black Business Investment Corporation (BBIC) in the amount of \$54,000 from October 1, 2011 to September 30, 2012.

**Summary:** The major objectives of the BBIC are to provide financial resources to new and existing businesses, and to foster increased employment and social stability within the Black community. This Contract with the BBIC will provide for operational expenses necessary to provide consulting and financial assistance to existing and start-up small businesses in Palm Beach County. The scope of services outlined for FY 2012 include: obtaining four (4) business loan approvals from banking/financial institutions for a total amount of \$500,000, serving 270 clients, and creating/retaining 25 full-time equivalent jobs. Funding is included in the FY 2012 budget.

BBIC employee John Howard, serves on the Commission on Affordable Housing. The Board/Commission provides no regulation, oversight, management, or policy-setting recommendations regarding BBIC's contract. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. This \$54,000 Contract is the same as last year's level of \$54,000. **These are County Ad Valorem funds. Countywide (DW)**

**Background and Policy Issues:** The BBIC is a non-profit corporation formed in accordance with the Florida Small & Minority Business Act of 1985. The BBIC fills the gap between financial institutions and small businesses, providing services not offered by other agencies in Palm Beach County.

- Attachments:**  
1. Contract for Consulting/Professional Services

Recommended By: John Howard 10-7-2011  
Economic Development Director Date  
Approved By: Sharon G. B. 10-14-11  
Assistant County Administrator Date

## I. FISCAL IMPACT ANALYSIS

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

| Fiscal Years           | 2012          | 2013  | 2014  | 2015  | 2016  |
|------------------------|---------------|-------|-------|-------|-------|
| Capital Expenditures   | _____         | _____ | _____ | _____ | _____ |
| Grant Expenditure      | <u>54,000</u> | _____ | _____ | _____ | _____ |
| Operating Revenues     | _____         | _____ | _____ | _____ | _____ |
| Program Income (PBC)   | _____         | _____ | _____ | _____ | _____ |
| In-Kind Match (PBC)    | _____         | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT      | <u>54,000</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE       | _____         | _____ | _____ | _____ | _____ |
| POSITIONS (Cumulative) | _____         | _____ | _____ | _____ | _____ |

Is Item Included In Proposed Budget? Yes x No

Budget Account No: Fund 1539 Department 764 Unit 1024 Object 8201

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

Source of funding for \$54,000 provided through EDO Ad Valorem dollars.

### C. Departmental Fiscal Review:

[Signature]

## III. REVIEW COMMENTS

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

[Signature] 10/11/11  
OFMB  
WS  
10-11-11

[Signature] 10/12/11  
Contract Administration  
10-12-11 B. Wheeler

### B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 10/13/11  
Senior Assistant County Attorney

### 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 October 2011, 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 Palm Beach County Black Business Investment Corporation, a not-for-profit Florida Corporation, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 592829862.

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 business recruitment, retention and expansion and to promote the general business and industrial interests of the COUNTY as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Sherry L. Howard, Director, Economic Development Office, telephone number (561) 355-1679, email [showard@pbcgov.org](mailto:showard@pbcgov.org).

The CONSULTANT'S representative/liaison during the performance of this Contract shall be John Howard, Executive Director of the Palm Beach County Black Business Investment Corporation, telephone number (561) 835-8055, email [pbcbbic@att.net](mailto:pbcbbic@att.net).

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on October 1, 2011, the Effective Date, and complete all services by September 30, 2012.

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 Fifty Four Thousand Dollars (\$54,000.00). 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 Four Thousand Five Hundred Dollars (\$4,500.00). Invoices shall be accompanied by monthly status reports as detailed in Exhibit "A".
- 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.

### **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 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 Small Business Enterprise (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, attached hereto.

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. **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.
- F. **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.
- G. **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, Economic Development Office  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401
- H. **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.
- I. **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 and the Palm Beach County Code of Ethics. 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, 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, Palm Beach County Code, Sections 2-421 – 2-440, as 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 Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and 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 Palm Beach County Code, Section 2-421 – 2-440, 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, Economic Development Office  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401

With copy to:

Dawn Wynn, Sr. Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

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

John Howard, Executive Director  
Palm Beach County Black Business Investment Corporation  
2001 Broadway, Suite 250  
Riviera Beach, Florida 33404

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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:

CONSULTANT:  
PALM BEACH COUNTY  
BLACK BUSINESS INVESTMENT  
CORPORATION

Pamela L. Nolan  
Signature

PAMELA L. NOLAN  
Name (type or print)

By: [Signature]  
Signature

[Signature]  
Signature

JOHN H. HOWARD  
Typed Name

Kemberly A. Ciblin  
Name (type or print)

PRESIDENT  
Title

(Corporate Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: [Signature]  
Director, Economic Development Office

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Palm Beach County Black Business Investment Corporation (BBIC) shall provide the following specified business services and performance measures.

**Task 1A – Provide Business Loans and Create Jobs**

CONSULTANT shall assist four (4) businesses owned by Black citizens to secure a total amount of \$500,000 in business loans approved by Banks/Financial Institutions. The four (4) businesses which receive the loans shall create/retain the equivalent of 25 full time equivalent jobs.

**Task 1B - Reporting Deliverables for Individual Businesses**

CONSULTANT shall provide a detailed monthly written report, to be accompanied by each invoice, which shall include the following for each business assisted that has received an approved loan from a Banking/Financial Institution:

1. Business Name
2. Business Address/Location
3. Type of Business
4. Identify the three digit NAICS code, from the following website link, which best describes the business  
NAICS Code and Industry Title, 2007  
<http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007>
5. Dollar amount of new capital investment, excluding equipment
6. Dollar amount of new equipment
7. Number of New Full Time Equivalent Jobs Created
8. Number of Full Time Equivalent Jobs Retained
9. Total Number of Full Time Equivalent Jobs Created and Retained
10. Name of Bank/Financial Institution Approving the Loan
11. Amount of Loan for each Business

**Task 2A - SERVE 270 CLIENTS**

CONSULTANT shall assist 270 clients that seek assistance for business loans, bonding, equity capital, and/or other business services.

**Task 2B - Reporting Deliverables**

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

1. Name of client assisted
2. Date of assistance
3. Type of assistance sought by client/client needs.

**The CONSULTANT shall provide the information requested in ATTACHMENT "C" as their detailed monthly reports for above tasks, to accompany each invoice.**

# ATTACHMENT "B"

| BBIC REPORTING FORM FOR EACH BUSINESS ASSISTED   |  |
|--|--|
| Business Name  |  |
| Business Address/Location  |  |
| Type of Business   |  |
| Identify the <u>three digit</u> NAICS code, from the following website link, which best describes the business<br><br>NAICS Code and Industry Title, 2007<br><a href="http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007">http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007</a> |  |
| Dollar amount of new capital investment, excluding equipment   |  |
| Dollar amount of new equipment   |  |
| Number of Full Time Equivalent Jobs Created  |  |
| Number of Full Time Equivalent Jobs Retained   |  |
| Total Number of Full Time Equivalent Jobs Created and Retained   |  |
| Name of the Bank/Financial Institution Approving the Loan  |  |
| Amount of Business Loan  |  |

NAICS Code and Industry Title, 2007  
<http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007>

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

**EXHIBIT "C"**

**BBIC REPORT FOR INDIVIDUAL CLIENTS ASSISTED DURING THE MONTH OF \_\_\_\_\_ 201\_\_**

Place an X in appropriate box.

| #  | Date | Name | Business Loan | Line of Credit | Working Capital | Real Estate Loan | Consultant |
|----|------|------|---------------|----------------|-----------------|------------------|------------|
| 1  |      |      |               |                |                 |                  |            |
| 2  |      |      |               |                |                 |                  |            |
| 3  |      |      |               |                |                 |                  |            |
| 4  |      |      |               |                |                 |                  |            |
| 5  |      |      |               |                |                 |                  |            |
| 6  |      |      |               |                |                 |                  |            |
| 7  |      |      |               |                |                 |                  |            |
| 8  |      |      |               |                |                 |                  |            |
| 9  |      |      |               |                |                 |                  |            |
| 10 |      |      |               |                |                 |                  |            |
| 11 |      |      |               |                |                 |                  |            |
| 12 |      |      |               |                |                 |                  |            |
| 13 |      |      |               |                |                 |                  |            |
| 14 |      |      |               |                |                 |                  |            |
| 15 |      |      |               |                |                 |                  |            |
| 16 |      |      |               |                |                 |                  |            |
| 17 |      |      |               |                |                 |                  |            |
| 18 |      |      |               |                |                 |                  |            |
| 19 |      |      |               |                |                 |                  |            |
| 20 |      |      |               |                |                 |                  |            |

I certify this monthly report to be accurate which will be maintained by the BBIC for monitoring purposes, according to the terms of the BBIC's Contract with Palm Beach County.

John H. Howard  
Printed name

President  
Title

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
1/4/2011

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

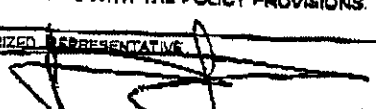
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in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

|   |   |
|---|---|
| PRODUCER<br><b>GLENN'S INSURANCE AGENCY INC.</b><br>3086 Jog Road<br>Lake Worth, FL 33467-2053  | CONTACT<br>NAME<br>PHONE<br>AC No. Ext. (561) 432-5984<br>FAX<br>AC No. (561) 432-5883<br>EMAIL<br>Address: chris@glennsins.com<br>PRODUCER<br>CUSTOMER ID# |
| INSURED<br><b>PALM BEACH COUNTY BLACK BUSINESS INVESTMENT CORP.</b><br>2001 BORADWAY STE 220<br>RIVERIA BEACH, FL 33404<br>561-324-1426 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: <b>GRANADA</b><br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                            |

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

| INSUR LTR | TYPE OF INSURANCE  | ADOC (MURR) INSR WND | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-----------|--|----------------------|---------------|-------------------------|-------------------------|---|
|           | GENERAL LIABILITY  |                      |               |                         |                         |   |
|           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |                      |               |                         |                         | EACH OCCURRENCE \$ 500,000                          |
|           | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |                      |               |                         |                         | DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 50,000 |
| B         |  | N                    | FL01473000    | 01/04/11                | 01/04/12                | MED EXP (Any one person) \$ 5,000                   |
|           | GENL. AGGREGATE LIMIT APPLIES PER:   |                      |               |                         |                         | PERSONAL & ADV INJURY \$ 500,000                    |
|           | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                      |               |                         |                         | GENERAL AGGREGATE \$ 1,000,000                      |
|           | AUTOMOBILE LIABILITY   |                      |               |                         |                         | PRODUCTS - COMPROP AGG \$ 1,000,000                 |
|           | <input type="checkbox"/> ANYAUTO   |                      |               |                         |                         |   |
|           | <input type="checkbox"/> ALL OWNED AUTOS   | N                    |               |                         |                         | COMBINED SINGLE LIMIT (Ex accident) \$              |
|           | <input type="checkbox"/> SCHEDULED AUTOS   |                      |               |                         |                         | BODILY INJURY (Per person) \$                       |
|           | <input type="checkbox"/> HIRED AUTOS   |                      |               |                         |                         | BODILY INJURY (Per accident) \$                     |
|           | <input type="checkbox"/> NON-OWNED AUTOS   |                      |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                   |
|           | UMBRELLA LIAB  |                      |               |                         |                         |   |
|           | <input type="checkbox"/> EXCESS LIAB   |                      |               |                         |                         |   |
|           | <input type="checkbox"/> OCCUR   |                      |               |                         |                         | EACH OCCURRENCE \$                                  |
|           | <input type="checkbox"/> CLAIMS-MADE   | N                    |               |                         |                         | AGGREGATE \$  |
|           | DEDUCTIBLE   |                      |               |                         |                         |   |
|           | RETENTION \$   |                      |               |                         |                         |   |
|           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                      |               |                         |                         |   |
|           | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI)                    | Y/N                  | N/A           | N                       |                         | WC STATUS: FORTY LIMITS \$                          |
|           | If yes, describe under DESCRIPTION OF OPERATIONS below   |                      |               |                         |                         | E.L. EACH ACCIDENT \$                               |
|           |  | N                    |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                       |
|           |  |                      |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|  |   |
|--|---|
| CERTIFICATE HOLDER<br><b>PALM BEACH COUNTY c/o ECONOMIC DEV. OFFICE</b><br>301 N. OLIVE AVE<br>WEST PALM BEACH, FL 33401 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|



RENEWAL

## POLICY DECLARATIONS

Policy Number: 519 17 36

Account: DISCOVER CARD MEMBERS

Insurer: 21st Century North America Insurance Company

The Policy Period Begins and Ends at 12:01 A.M.

Standard Time From 02/01/11 To 08/01/11

Effective Date of Change: 02/01/11

Named Insured

JOHN HOWARD  
CHRISTINE HOWARD  
626 CLEAR LAKE AVE  
WEST PALM BEACH, FL 33401

## Customer Service Center:

21st CENTURY INSURANCE

21ST CENTURY PLAZA

P.O. BOX 15510

WILMINGTON, DE 19850-5510

**POLICY SERVICE:** To make a  
change to your policy call 1-800-672-9569

**CLAIMS:** Call anytime to report  
an accident or loss 1-888-244-6163

ST: 09 CO: 0035 ACCT: 00011056

## DESCRIPTION OF YOUR COVERED AUTO(S):

| AUTO | TERM | SYMBOL | AGE | YR | MAKE-MODEL      | SERIAL NUMBER                          | CLASS            |
|------|------|--------|-----|----|-----------------|--|------------------|
| 1    | 220  | 2224   | 10  | 02 | LEXUS LS 430    |  |                  |
| 2    | 220  | 1818   | 4   | 08 | CHRYSLER 300 LX | JTHBN30F420061482<br>2C3KA43F48H177055 | ICJD00<br>IMDD00 |

COVERAGE IS ONLY PROVIDED WHERE A SPECIFIC PREMIUM CHARGE IS SHOWN

| COVERAGE                   | LIMITS OF LIABILITY                                       | AUTO 1             | AUTO 2    |
|----------------------------|---|--------------------|-----------|
| Bodily Injury.....         | \$500,000/ \$500,000 Per Person/Accident                  |                    |           |
| Property Damage.....       | \$10,000 Per Accident                                     | \$ 267.30          | \$ 171.89 |
| Personal Injury Protection |   | \$ 78.27           | \$ 43.23  |
| Named Insured & Relative.. | \$10,000 Overall Maximum<br>\$250 Deductible              |                    |           |
| Basic Medical Expenses.... | 80% of Expenses   | \$ 40.45           | \$ 26.05  |
| Basic Work Loss.....       | 60% of Expenses   |                    |           |
| Replacement Services.....  | Subject To Overall Maximum                                |                    |           |
| Funeral Expenses.....      | \$5,000 Maximum   |                    |           |
| Uninsured Motorist         |   |                    |           |
| Bodily Injury.....         | With Stacking<br>\$500,000/ \$500,000 Per Person/Accident |                    |           |
| Comprehensive.....         | Deductible AUTO#1 \$50 #2 \$50                            | \$ 197.98          | \$ 197.98 |
| Collision.....             | Deductible AUTO#1 \$200 #2 \$200                          | \$ 129.42          | \$ 66.36  |
| Painting & Labor.....      | Per Disablement AUTO#1 \$50                               | \$ 212.32          | \$ 122.20 |
|                            |   | \$ 3.00 - No Covg- |           |
|                            | Total Premium Per Auto                                    | \$ 928.74          | \$ 627.71 |

Florida Hurricane  
Catastrophe Fund Assessment  
(1.3% of total policy  
premium)

\*\*\* THIS IS NOT A BILL \*\*\*

TOTAL FULL TERM PREMIUM

\$ 20.23  
\$ 1,576.68

WE LOOK FORWARD TO CONTINUING YOUR  
AUTOMOBILE COVERAGE AT THIS RENEWAL.

THANK YOU!

*Tina*  
Authorized Company Representative (when required)