

## AGENDA ITEM SUMMARY

**Meeting Date:**      **October 20, 2015**

☐ Consent            ☒ Regular  
☐ Ordinance         ☐ Public Hearing

**Submitted by:**      **Department of Economic Sustainability**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

- A) a Contract for Consulting/Professional Services with Paragon Florida, Inc. (Paragon) in the amount of \$40,000 for the period October 1, 2015 to September 30, 2016;
- B) a Budget Transfer of \$40,000 from General Fund Contingency Reserves to the Department of Economic Sustainability Fund; and
- C) a Budget Amendment of \$40,000 in the Department of Economic Sustainability Fund to recognize the transfer from the General Fund.

**Summary:** This Contract will fund Paragon for operational expenses to provide consulting and financing to small businesses and persons developing small businesses. Paragon will be required to: provide one-on-one counseling to a minimum of 25 businesses, provide technical assistance to a minimum of 50 businesses, host at least three (3) seminars/workshops for entrepreneurs, create a minimum of five (5) full-time equivalent (FTE) jobs, and approve loans to small businesses totaling at least \$100,000. This funding is projected to have a five (5) year Economic Sustainability Impact of \$3.5 Million. These are Ad Valorem funds.

Thais Sullivan, a member of the Board of Directors of the Paragon Foundation serves on the Small Business Assistance Advisory Committee. This County Advisory Board provides no regulation, oversight, management, or policy-setting recommendations regarding the Contract for Consulting/Professional Services stated above. Disclosure of this 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. (DES Strategic Planning) Countywide (JB)

**Background and Justification:** Paragon Florida, Inc., a non-profit economic development organization created on May 10, 2006, began operations in January 2008. As a result of corporate donations, Paragon was able to provide financial assistance programs which included a small business loan fund, business assistance grants and entrepreneurial scholarships. In 2011, Paragon became a Community Development Financial Institution designated by the U.S. Department of Treasury. As a result of the CDFI certification, Paragon accessed additional loan capital and technical assistance through the CDFI Program to continue supporting Palm Beach County small businesses. In 2012, Paragon became an intermediary re-lender of the U.S. Small Business Administration (SBA) and was awarded \$1 Million under the Intermediary Lending Program (ILP) to create the Venture Loan Fund. The Venture Loan Fund allows Paragon to make loans of up to \$200,000 to Palm Beach County small businesses in areas suffering from a lack of credit due to poor economic conditions or changes in the financial market. Paragon provides technical assistance, counseling, training, workshops/seminars and financing for small businesses.

**Attachment(s):**

1. Contract for Consulting/Professional Services with Paragon Florida, Inc.
2. Budget Transfer
3. Budget Amendment

Recommended By: Jimmy Howard 10-8-15  
Department Director Date

Approved By: Sharon [Signature] 10-8-15  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$40,000				
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$40,000				


# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

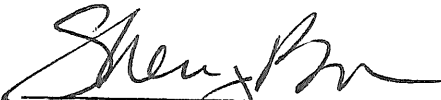
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

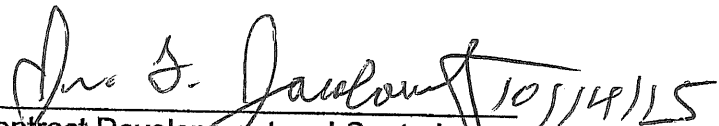
Approval of this agenda item will allocate \$40,000 in General Fund Contingency Reserve dollars.

C. Departmental Fiscal Review:   
 Shairette Major, Fiscal Manager I

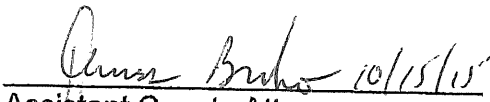
## III. REVIEW COMMENTS

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

  
 OFMB 10/13/15  
 10/8 10/8 JMD

  
 Contract Development and Control 10/14/15  
 BWheeler 10-4-15

### B. Legal Sufficiency:

  
10/15/15  
 Assistant County Attorney

### C. Other Department Review:

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

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

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 Paragon Florida, Inc., a Community Development Financial Institution (non-profit), authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT whose Federal ID is 20-8610932.

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

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the development and financing of small businesses in Palm Beach County 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, Deputy Director, Department of Economic Sustainability, telephone no. (561) 233-3653, email: showard@pbcgov.org.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Pamela Stewart, President, telephone no. (561) 282-1867, email: pstewart@paragonfl.org.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on October 1, 2015, the Effective Date and complete all services by September 30, 2016.

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

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000) Dollars. 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 eleven (11) equal payments of Three Thousand Three Hundred Thirty-three Dollars (\$3,333.00) and one payment of Three Thousand Three Hundred Thirty-seven (\$3,337.00). Invoices shall be accompanied by monthly status reports as detailed in Exhibit "A". This monthly status report shall consist of fully executed copies of Invoice Cover Sheet (Exhibit "B"), Business Service Record (Exhibit "C"), Business Lending Record (Exhibit "D"), and Cumulative Job Creation Form (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.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 5-TERMINATION**

This Contract may be terminated by the CONSULTANT upon 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 key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

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

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this

Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The subcontractor shall be in compliance with the COUNTY'S Civil Rights and Non-Discrimination Policy as contained in Resolution R2014-1421 and further described in Article 21 contained herein.

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

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

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

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

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

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

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code 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 Edward Lowery, Director  
Department of Economic Sustainability

100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

- 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 either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 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, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **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 judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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 punished 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, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all

times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sherry Howard, Deputy Director  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

With copy to:

James Brako, Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Ave., Suite 601  
West Palm Beach, Florida 33401

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

Pamela Stewart, President  
Paragon Florida, Inc.

400 Hibiscus Street, Suite 200  
West Palm Beach, Florida 33401

**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**

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

**ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include 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 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

**ARTICLE 31 INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
  
BOARD OF COUNTY COMMISSIONER

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Mayor

WITNESS:

CONSULTANT:

\_\_\_\_\_  
Signature

PARAGON FLORIDA, INC.  
Company Name

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Signature

Thais R. Sullivan

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

Chairman

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

Approved as to Form  
and Legal Sufficiency

(Corporate Seal)

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

Approved as to Terms and Conditions

By: \_\_\_\_\_  
Department Director

## **Exhibit "A"**

### **Scope of Work**

The CONSULTANT agrees to:

#### **A. PROJECT SCOPE**

- (1) Pursuant to the terms of this Contract, the CONSULTANT shall undertake economic development activities by providing:
  - a. Technical assistance, advice and business support services for small businesses and persons developing small businesses. Technical assistance may include but is not limited to assistance with financing, marketing, business plan development, accounting, credit, business operations, contracting and insurance.
  - b. Financial assistance in the form of loans for the establishment, stabilization and expansion of small businesses.

#### **B. DELIVERABLES**

- (1) Subsequent to the effective date of this Contract and within the contract period, the CONSULTANT shall as a result of its project scope achieve the following deliverables:
  - a. Provide one-on-one counseling to a minimum of twenty-five (25) businesses;
  - b. Provide technical assistance to a minimum of fifty (50) businesses;
  - c. Host at least three (3) seminars/workshops;
  - d. Create a minimum of five (5) full-time equivalent (FTE) jobs; and
  - e. Loan a minimum of \$100,000 to small businesses;

The deliverables achieved during performance under this Contract shall not be counted or used toward receiving any additional Palm Beach County grants.

#### **C. GEOGRAPHIC LIMITATIONS**

The CONSULTANT is a Community Development Financial Institution (CDFI) certified by the U.S. Department of Treasury and CONSULTANT shall ensure that all activities funded through the Contract primarily serve businesses and persons located within Qualified Census Tracts in the CONSULTANT'S CDFI Investment Area within Palm Beach County as identified in CONSULTANT'S CDFI certification.

#### **D. REPORTS**

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

1. A **Business Service Record** (Exhibit "C") documenting a) the provision of services funded through this Contract, including technical assistance, business support services, financial counseling and business plan trainings, and b) the date, title and number of attendees of business seminars/workshops .
2. A **Business Lending Record** (Exhibit "D") providing information on each loan made to businesses receiving assistance through this Contract.
3. A **Job Creation Record** (Exhibit "E") providing information on each new job position created by businesses receiving assistance through this Contract.

**Exhibit "B"**

**Invoice Cover Sheet**

USE AGENCY LETTERHEAD STATIONERY:

DATE:

TO: Ed Lowery, Director  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Pamela Stewart, President  
Paragon Florida, Inc.  
400 Hibiscus Street, Suite 200  
West Palm Beach, Florida 33401

SUBJECT: Paragon Florida, Inc.  
Reimbursement Request No. \_\_\_\_\_  
Agreement No. \_\_\_\_\_

---

Attached you will find Invoice # \_\_\_\_\_ requesting reimbursement for \$ \_\_\_\_\_. The expenditures for this invoice cover the period of \_\_\_\_\_ through \_\_\_\_\_.

Additionally, please find the attached, back-up original documentation relating to the expenditures being involved.

---

Pamela Stewart, President

**Exhibit "C"**  
**Business Service Record**  
 Month of \_\_\_\_\_ 201\_\_

**Paragon Florida, Inc.**

Instructions: List all businesses or persons provided with technical assistance or business support services during the reporting month. Use additional pages if necessary.

#	Name of Business Assisted	Address/PCN	Date	New (N) or Existing (E)	Type of Industry	NAICS #	Type of Assistance / Services Provided	Date(s) of Service
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Total Unduplicated Businesses Served This Month \_\_\_\_\_

Total Unduplicated Businesses Served Year-To -Date (YTD) \_\_\_\_\_

Seminars/Workshops Implemented This Month Include Title, Date and Number of Attendees: \_\_\_\_\_

I certify that Paragon Florida, Inc. provided the above-listed businesses and persons with technical assistance and business support services including seminars/workshops during the reporting month.

\_\_\_\_\_  
 Pamela Stewart, President

\_\_\_\_\_  
 Date

**Exhibit “D”**

**Month of \_\_\_\_\_ 201\_\_**  
**Paragon Florida, Inc.**

**Business Lending Record**

Instructions: For loans resulting from lending services, please complete a copy of this form for each loan which closed during the reporting month.

Business Name
Business Address/PCN
Type of Business
NAICS Code
Business Loan Amount Closed
Use(s) of Loan
Dollar amount of new capital investment:
Dollar amount of new equipment investment:

**NAICS Code and Industry Title 2015**

<http://www.naics.com/search/>

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



**Exhibit "E"**  
**Cumulative Job Creation**  
 Month of \_\_\_\_\_ 201\_  
**Paragon Florida, Inc.**

A full-time job is working 40 hrs. a week (2080 hrs. per year); A part-time job is working 20 hrs. a week (1040 hrs. per year).

#	Name of Business	Address/PCN	Full Time or Part Time	Job Title	Number of Positions	Hire Date	Starting Salary	Date Terminated
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

\_\_\_\_\_  
 Pamela Stewart, President

\_\_\_\_\_  
 Date

2016-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1 pages

BGEX 143-100115\*00004

FUND 0001 General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/1/15	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>								
820-9100-9099	Tr To Economic Development Fd 1539	3,604,859	3,604,859	40,000		3,644,859	0	3,644,859
820-9900-9901	Contingency Reserves	20,775,190	20,775,190		40,000	20,735,190	0	
				40,000	40,000			
<b>TOTALS</b>								

Administration	Signatures	Date	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION	<u><i>Spencer Hendrix</i></u>	<u>10-8-15</u>	At Meeting of
Administration/Budget Department Approval	<u><i>C</i></u>		October 20, 2015
OFMB Department - Posted			Deputy Clerk to the
			Board of County Commissioners

2016 -

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX 143-100115\*00005  
BGRV 143-100115\*00002

FUND 1539 Economic Development Office

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/1/15	REMAINING BALANCE
<b>REVENUES</b>								
800-8000-8000	Tr Fr General Fund 0001	3,604,859	3,604,859	40,000	0	3,644,859		
Total Receipts and Balances		5,322,009	5,322,009	40,000	0	5,362,009		
<b>EXPENDITURES</b>								
143-1121-8201	Contributions-Non Gov't Agency	0	0	40,000	0	40,000	0	40,000
Total Appropriations & Expenditures		5,322,009	5,322,009	40,000	0	5,362,009		

Signatures & Dates

By Board of County Commissioners

At Meeting of:

October 20, 2015

Deputy Clerk to the

Board of County Commissioners

DEPARTMENT OF ECONOMIC SUSTAINABILITY

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

