

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

Meeting Date: May 1, 2018

Consent       Regular  
 Ordinance       Public Hearing

Department: Administration

Submitted By: Administration

Submitted For: Office of Small Business Assistance

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a contract with Florida Atlantic University Small Business Development Center (SBDC) in the amount of \$70,500 to provide technical assistance and training to small businesses in Palm Beach County for the period of March 1, 2018 through September 30, 2018.

**SUMMARY:** This contract provides Palm Beach County's Small Business Enterprise (SBE) firms with technical assistance and training in the form of direct consulting services in the areas of finance, marketing, management, construction, human resources, business plans and international trade. In addition, SBDC provides local SBE's with services that result in federal certifications, such as 8(a), HUBZone and Small Disadvantaged Business; identifies federal contract opportunities for local small businesses; and assists local businesses in submitting bids to local, state, and federal agencies. The total amount of this proposed contract for FY 2018 is \$70,500. Carole Hart, an employee of the SBDC is a member of the Small Business Advisory Committee. This committee provides no regulation, oversight, management or policy setting recommendations for the Office of Small Business Assistance. The SBDC recently reached an agreement with Florida Atlantic University to become their regional host while also naming Mr. Rafael Cruz as the Regional Director for the SBDC in Palm Beach and Broward County. The relocation of the SBDC and the identification of a new regional director resulted in the delay of this item and therefore require that staff present the contract with a term retroactive to March 1, 2018. Countywide (HH).

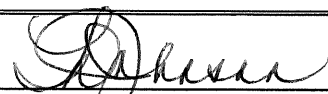
**Background and Justification:** Funded in 1976 by the US Small Business Administration (SBA), the Florida Small Business Development Center Network (FSBDCN), one of eight original SBDC pilot programs, successfully links the state's education system with community outreach to aid in the development and education of the state's entrepreneurs and small business community. The foundation of Florida's economy is 99% small business. The Florida SBDC Network is the only statewide provider of entrepreneurial services and plays a vital role in Florida's economic development. Palm Beach State College hosts the Small Business Development Center (SBDC) so that they may continue providing free counseling services to local small/minority/women owned businesses.

An audit has been completed for contracted services through September 30, 2017, which indicate a satisfactory performance. The FY 2017 performance and FY 2018 contracted performance are listed below. Countywide (HH)

	Deliverables	FY17 Contracted	Achieved As of 9/30/17	FY18 Contracted
	<b>SBDC</b>			
1	Management & Technical Assistance Clients	600	788	450
2	Loans Approved	\$1,330,000	\$1,107,000	\$997,500
3	SBDC Seminars	14	4	11
4	Quarterly Report and Client Profile	4	15	3
	<b>PTAC</b>			
1	Management & Technical Assistance Clients	225	452	169
2	Procurement Approved	\$10,000,000	\$10,416,265	\$7,500,000
3	Government Procurement Seminars	10	25	8
4	Certification Training	10	11	8
5	Review of RFP/Bid Process	8	9	6

**Attachments:**

1. Contract for Consulting Services

Recommended by:  4/23/18  
Tonya Davis Johnson, Director, Office of Small Business Assistance Date

Approved By:  4/30/18  
Verdenia C. Baker, County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2018	2019	2020	2021
Capital Expenditures				
Operating Costs	\$70,500			
External Revenues				
Program Income (County)				
In-Kind March (County)				
Net Fiscal Impact	\$70,500			
# Additional FTE				

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

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

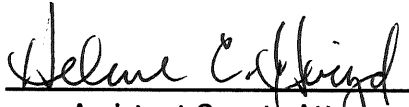
**III. REVIEW COMMENTS**

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




ASD 4/24      OFMB (PA) 4/24      9/4/24      Contract Administration

**B. Legal Sufficiency:**


  
 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 first day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the **COUNTY**, and Florida Atlantic University Board of Trustees for the benefit of the University's **Small Business Development Center**, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. number is **65-0385507**.

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

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of training, procurement, financial and management assistance to prospective and existing small business owners/operators throughout Palm Beach County, as more specifically set forth in the Scope of Work detailed in **Exhibit "A"**.

The COUNTY'S representative/liason during the performance of this Contract shall be Allen Gray, Manager, Office of Small Business Assistance, 50 Military Trail, Suite 202, West Palm Beach, FL 33415, and telephone no. 561-616-6840.

The CONSULTANT'S representative/liason during the performance of this Contract shall be Rafael Cruz, Regional Director, FAU Small Business Development Center, 901 NW 35<sup>th</sup> Street, Boca Raton, FL 33431, telephone no. 954-762-5201.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on March 1, 2018 and shall complete all services by September 30, 2018.

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 Seventy Thousand- Five Hundred Dollars (\$70,500.00). 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 quarterly basis, or as otherwise provided, at the time and in the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Invoices should be sent to: (Name, email)

Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will not be reimbursed under this contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

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

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S other customers 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 one (1) year 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, as confirmed in writing by the COUNTY.

**ARTICLE 6 - PERSONNEL**

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

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

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

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

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

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

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

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

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

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

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

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

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

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

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (List of Proposed SBE and/or M/WBE Participation) 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**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes,, CONSULTANT acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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

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

**ARTICLE 11 - INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless CONSULTANT against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and CONSULTANT shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of CONSULTANT'S negligence in connection with this Agreement. Notwithstanding the foregoing, the indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 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 as rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

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

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

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

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

The COUNTY agrees that the CONSULTANT may use the data and analysis derived from this Contract in any future publication, thesis, or dissertation provided that notice is given to the COUNTY and the COUNTY is recognized in the publication or document.

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.

**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:

Allen F. Gray, Manager  
Palm Beach County Office of Small Business Assistance  
50 South Military Trail, Suite 202  
West Palm Beach, FL 33415

With copy to:

Helene Hvizd, Senior Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Ave. 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

Miriam Campo Assistant Vice President for Research  
Florida Atlantic University 777 Glades Road, Building 104, Room 314  
Boca Raton, FL 33431-6490

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

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**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 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

(The remainder of this page left blank intentionally)

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

**ATTEST:**  
SHARON R. BOCK  
Clerk and Comptroller

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Melissa McKinlay, Mayor


**WITNESS:**

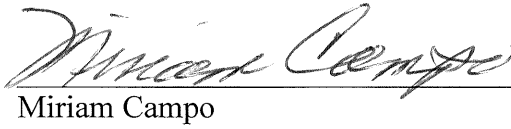
\_\_\_\_\_  
Small Business Development Center  
Florida Atlantic University

  
\_\_\_\_\_  
Rafael Cruz, FAU-FAU-SBDC Director

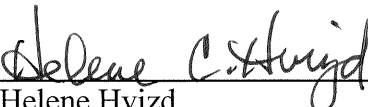
**Approved as to Terms and Conditions**  
**Office of Small Business Assistance**

**CONSULTANT**  
**Florida Atlantic University Board of Trustees**

  
\_\_\_\_\_  
Tonya Davis Johnson, Director

  
\_\_\_\_\_  
Miriam Campo  
Assistant VP for Research  
Florida Atlantic University

**Approved as to Form and Legal Sufficiency**

  
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Helene Hvizd  
Senior Assistant County Attorney

*(Corp. Seal)*

## EXHIBIT "A"

### SCOPE OF WORK

FY 2018

#### **FAU Small Business Development Center (FAU-SBDC) \$33,000**

##### **I. FAU-SBDC shall:**

- A. Provide one-on-one individualized management and technical assistance to 450 Palm Beach County business owners and entrepreneurs, exclusive of workshop attendees.
- B. Acquire loan approvals for FAU-SBDC clients domiciled in Palm Beach County, in the amount of \$997,500.00
- C. Return referral forms on OSBA clients with an attached summary of anticipated services not more than two weeks after making contact with referral to enable OSBA to continue with ongoing assistance when appropriate. When clients are serviced in more than one quarter, OSBA is to be advised of updated services and/or status of client referrals.

##### **II. The FAU-SBDC will facilitate the presentation of eleven (11) seminars, relevant to small business owners and entrepreneurs who are, or may become, OSBA clients. Names are to be solicited from Palm Beach County business partners, Chambers of Commerce, CRAs, etc. A list of the businesses and entrepreneurs attending seminars will be provided to OSBA. These eleven (11) seminars will be conveniently located throughout Palm Beach County and OSBA will provide labels for mailings to Palm Beach County SBEs and registered vendors. Not later than one month prior to the close of the preceding quarter, OSBA and the FAU-SBDC will negotiate seminar topics, speakers and format to incorporate changes in the economic environment, and local, state and federal government priorities.**

Seminar topics for consideration include: Start-up Basics; Selecting an Entity; Marketing, including Social Media; Business Plans; Financing/Financing Options; Revenue Streams; Franchises; Exit Strategies, including Selling Your Business; Family Businesses – The Good, The Bad, The Lawyers; The New Health Care Act – Implications for the Small Business Owner; Exporting, Business Continuity and other relevant subject matters that may be suggested.

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

#### **Procurement Technical Assistance Center Program (PTACP) \$37,500.00**

FAU-SBDC/PTACP will conduct eight (8) government procurement seminars throughout the County (North, South, East and West) inclusive of: General Procurement; Government Marketing; Bidding Process; Small Business and Minority Certification; Veteran Verification; Navigating Government Procurement Websites; Contract Administration. PTACP will conduct eight (8) events to assist business owners with government certification which include, (4) Bids and Business Seminars, State of Florida S/M/WBE Program, SDB, 8(a) and HUBZone. OSBA staff will present County SBE certification. OSBA will assist in coordinating dates, times and locations for events at County facilities. In addition, FAU-SBDC/PTACP will facilitate the presentation of six (6) workshops on

the County procurement process. County staff will present at various workshops on how to do business with Palm Beach County.

FAU-SBDC/PTACP will provide one-on-one assistance to 169 businesses, exclusive of workshop attendees, with a goal of \$7,500,000.00 in procurements approved for this fiscal year. PTACP will provide information on industry served, certification held by businesses, and the source/s and amount/s of procurements acquired.

IV. FAU-SBDC will submit to the Office of Small Business Assistance quarterly reports on the deliverables herein outlined. The last quarter report will consist of the YTD report submitted not later than October 3, 2018. These reports will also include information on Palm Beach County clients served each day, to include name, business type, number of employees, market area served, and description of services provided by the FAU-SBDC. At least one client profile, highlighting FAU-SBDC/PTACP services, shall accompany each quarterly report.

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

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

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

VI. The FAU-SBDC will display flyers, brochures and other related County program materials at the OSBA and FAU-SBDC offices, as provided.

	<b>Deliverables FY 2018</b>	<b>Contracted</b>
	<b>FAU-SBDC</b>	
1	Management & Technical Assistance Clients	450
2	Loans Approved	\$997,500.00
3	FAU-SBDC Seminars	11
4	Quarterly Reports and Client Profiles	3
	<b>PTACP</b>	
1	Managed & Technical Assistance Clients	169
2	Procurement Approved	\$7,500,000.00
3	Government Procurement Seminars	8
4	Certification Training	8
5	Review of RFP/ Bid Process	6

**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS  
FY 2018**

The Scope of Work to be completed by CONSULTANT as defined in **Exhibit "A"** consists of specific workshops, procurements, loan approvals, seminars and technical assistance provided to Small, Minority and Women Business Enterprises. The total contract of \$70,500.00 will be pro-rated over a period of three (3) quarters and paid in installments as listed below. With each quarterly deliverable the CONSULTANT will submit verification of direct expenses and indirect costs paid which are reimbursable under this contract.

<b>Schedule of Payments</b>	
April, 2018	\$23,500
July, 2018	\$23,500
October, 2018	\$23,500

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