

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** February 3, 2015

**Date Submitted:** January 8, 2015

**To:** Honorable Chairperson and Members of the Board

**From:** Robert M. Presnell, County Administrator

**Subject:** Approval of Agreement with the Gadsden County Chamber of Commerce Small Business Service Center

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### **Statement of Issue:**

This agenda item seeks Board approval of the Agreement with the Gadsden Chamber of Commerce Small Business Service Center and the Gadsden County Board of County Commissioners.

### **Background:**

At the December 16, 2014 BOCC meeting, the Small Business Service Center was selected for small business services. The Gadsden County Small Business Services Center (GCSBSC) provides a wide range of training and counseling support services to new and fledgling small businesses. Courses and workshops are offered exclusively by Chamber staff, business professionals and volunteers.

### **Analysis:**

The GCSBSC assists, counsels, and advises small businesses of all types (small businesses, small disadvantaged businesses, minority-owned small businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran owned small businesses, and small businesses located in economically distressed or historically underutilized business zones) on procedures for contracting with local, state and federal agencies. Counseling and technical assistance include application preparation and review, business plan review, finances and financial projects review, loan packaging review and a host of other business development areas.

### **Fiscal Impact:**

\$40,000.00 which has been budgeted in the 2014/15 budget.

**Options:**

1. Approve the Agreement with the Gadsden County Chamber of Commerce Small Business Service Center and the Gadsden County Board of County Commissioners and authorize the Chairperson to sign.
2. Do not approve the Agreement with the Gadsden County Chamber of Commerce Small Business Service Center and the Gadsden County Board of County Commissioners.
3. Board direction

**County Administrator's Recommendation:**

Option 1

**Attachment(s):**

1. Agreement for Small Business Services.

## **PROFESSIONAL SERVICES CONTRACT**

This Services Contract, effective as of October 1, 2014 (the "Effective Date"), between Gadsden County, Florida, a political subdivision of the State of Florida (the "COUNTY") and the Gadsden County Chamber of Commerce, Inc. (the "Contractor").

This Agreement defines the terms under which Contractor shall provide professional services to the COUNTY.

**1. SERVICES TO BE RENDERED AND RATES OF PAYMENT.** Contractor shall render the services described in Exhibit A and the COUNTY shall compensate Contractor for said services as described in Exhibit A, provided that specific deliverables set out by the County are accomplished and a proper invoice therefore shall be rendered and said services shall be performed to the satisfaction of the COUNTY. The COUNTY shall resolve all claims and disputes under this Services Contract.

A. Contractor will provide the following services:

(See Scope of Work - Exhibit A)

- B. All services will be performed by Contractor to the satisfaction of the County or their assign, who will decide all questions, difficulties and disputes of any nature whatsoever, on behalf of the COUNTY that may arise under or by reason of the Agreement.
- C. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.
- D. Written updates will be provided to County staff on a quarterly basis and presentations will be made before the Gadsden County Board of Commissioners when requested by the County Administrator or his assign/designee. Payment shall be due and made in accordance with the Local Government Prompt Payment Act.

**2. TERM.** This Services Contract shall commence on the Effective Date and shall continue for a period of **one year**, terminating at the end thereof unless earlier terminated in accordance with the terms of this Services Contract. This agreement may be extended for an additional year but only by mutual agreement and written consent by both parties via a supplemental agreement setting forth specific new or additional deliverables for the next year.

**3. PRICE AND PAYMENT.** THE COUNTY agrees to pay Contractor **\$40,000.00** for the total cost of services provided for the year. The compensation contract price indicated is inclusive of all expenses borne by the Contractor and therefore no expenses shall be reimbursed to the Contractor by The COUNTY for the duration of this agreement. This fee includes any and all reimbursement to Contractor for expenses related to service to THE COUNTY including, but not limited to, long distance telephone calls, faxes, document production, overnight delivery, in-town courier services, business meals, out-of-town travel, and in-town travel. The County will be billed semi-annually in the amount of \$20,000 with the first payment due upon execution of the contract, and the second payment due upon receipt of an invoice issued by the Contractor at least six (6) months after execution of the contract.

**4. BENEFITS.** The COUNTY shall not provide the Contractor with any fringe benefits in relation to the services performed under this agreement.

**5. INDEMNITY AND PAYMENT FOR CLAIMS**

- A. **INDEMNITY:** The Contractor shall indemnify and hold harmless the COUNTY, its officers and employees, attorneys and agents from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by Contractor or his employees, officers or agents during the performance under this Services Contract, provided, however, that Contractor shall not be liable hereunder for the sole negligence of the COUNTY, its officers and employees, attorneys and agents.

It is specifically agreed between the parties executing this Services Contract that it is not intended by any of the provisions of any part of the Services Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Services Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

- B. **PAYMENT FOR CLAIMS:** Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with this Services Contract. Final acceptance and payment does not release the Contractor from its obligations hereunder until all such claims are paid or released.

**6. COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

Throughout the duration of this agreement, the Contractor will serve as an independent contractor of the COUNTY. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

**7. SUBJECT TO FUNDING.** This Services Contract is entered into subject to annual appropriation by the Board of County Commissioners. The COUNTY shall not be liable hereunder for any amounts in excess thereof. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

**8. SUBCONTRACTORS.** The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the COUNTY, other than those costs negotiated within the limits and terms of this Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Contractor shall be held responsible for the negligence of its subcontractors. In the successful completion of this engagement, the Contractor may utilize subcontractors, but the Contractor shall remain completely responsible to the COUNTY for performance under this Agreement.

## **9. TERMINATION AND DEFAULT**

- A. This Services Contract may be canceled by the COUNTY in whole or in part upon providing the Contractor 60 day notice of the cancellation. The COUNTY also reserves the right to seek termination or cancellation of this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. The COUNTY further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Services Contract may be canceled by the Contractor only by mutual consent of both parties.
- B. If the COUNTY determines that the performance of the Contractor is not satisfactory, the COUNTY shall notify the Contractor of the deficiency with a requirement that the deficiency be corrected within

60 days, otherwise the Agreement will be terminated at the end of such time.

- C. If the County provides notice of cancellation or termination of the Agreement before the second \$20,000 payment is due, the Contractor shall not be entitled to, and the County shall not be responsible or liable for payment of, the second \$20,000 payment.

**10. CONFIDENTIAL INFORMATION.** The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the COUNTY any trade secrets or confidential information as determined by the COUNTY in writing.

**11. COVENANTS.** The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the COUNTY.

**12. BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re-organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

**13. ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any work under this Services Contract without the prior written consent of the COUNTY.

**14. NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

- (a.) If to CONTRACTOR addressed to:

Gadsden County Chamber of Commerce  
Attention: David A. Gardner  
208 North Adams Street  
Quincy, FL 32351

- (b.) If to the COUNTY addressed to:

Gadsden County Administration  
Attention: Mr. Arthur Lawson, Sr.  
9-B East Jefferson Street  
Quincy, FL 32351

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

**15. LAW.** This Agreement shall be governed and construed in accordance with Florida law.

**16. VENUE.** Venue in any legal action related to this Contract shall be in Gadsden County.

**17. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Services Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**18. MISCELLANEOUS.** This Agreement:

- (a) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.
- (b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.
- (c) It is understood and agreed by the parties hereto that if any part, term or provision of this Services Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Services Contract did not contain the particular part, term or provision held to be invalid.
- (d) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.
- (e) Shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (f) May be amended, modified or supplemented only by a written instrument executed by all of the parties hereto.

**19. AUDITS, RECORDS, AND RECORDS RETENTION AND INSPECTION.** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement. The Contractor shall retain all such records for five years after termination or expiration of this Agreement, or if an audit has been initiated and the findings have not been resolved, the records shall be retained pending final resolution. All such records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County. The Contractor shall include these audit and record keeping and inspection requirements in all approved subcontracts and assignments.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

GADSDEN COUNTY BOARD OF COUNTY  
COMMISSIONERS

GADSDEN COUNTY CHAMBER OF COMMERCE

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Nicholas Thomas, Clerk

# Exhibit A

## Scope of Work

### A. SMALL BUSINESS SERVICES

#### BUDGET DETAIL.

Small Business Services and Business Training. \$20,000.00

The Gadsden County Small Business Services Center provides a wide range of training and counseling support services to new and fledgling small businesses. Courses and workshops are offered exclusively by Chamber staff, business professionals and volunteers. Classes offered include:

- **How to Start a Business**- an overview of small business creation and information on business planning, organizing your business, business organization, marketing, record-keeping, finances and financial management and a host of considerations for new or fledgling businesses. **(3 hour course)**
- **QuickBooks Basics and Business Finances (2 hour course)**
- **Marketing and Customer Development (2 hour course)**
- **How to Run a Small Business**-Management tips and Best Practices for successful business management **(1.5 hour course)**
- **Government Procurement**: negotiating the public sector procurement process and finding the opportunity **(3 hour course)**
- **Making the Pitch**- How to make a presentation to potential investors, financiers and funding agencies. **(2 hour course)**
- **Marketing Through Social Media (1 hour course)**
- **Show Me the Money**: the truth about loans, small business grants and economic development Incentives. **(2 hour course)**

The Chamber hosts four (4) classes per month. Each course will be offered six (6) times during the year. Courses will be held primarily at the Chamber but sites in each of the municipalities will be used also. Chamber staff estimates that 200 hours will be expended in workshop training, preparations/set up and drive time for courses. 200 hours at a rate of \$50.00= \$10,000.00

5A.Printed/Copied Training Manuals and Materials- Chamber staff expects class size up to 6 participants per class or up to 200 students annually. An appropriate number of training materials and handouts must be available for use. Staff will prepare handouts and packets as needed but with the expectation that 200 packets will be used



during the year. Manuals and software will be purchased for use by the instructors as needed. 200 packets \$5,760.00

5B. Class Supplies- each participant will be given folders, small note pads and pens or pencils for use during the training and/or counseling sessions. Supplies for up to 200 will be purchased over the course on the year. 200 packets \$2,040.00

5C. Job Readiness Training Program- This training prepares citizens to pursue job prospects with companies in the Gadsden County chamber network. Students will be prepped in the areas of resume writing, interview skills, business and work etiquette and self-promotion strategies. This course will be offered once (1) per month. Staff expects five (5) students per class or 50 students annually. The classes are 1.5 hours in duration each or 18 hours of staff time annually. Additionally, 6 hours annually of prep time will be expended. In total, staff will commit 24 hours of instruction and prep time during the year. 24 hours at a training rate of \$50 equals \$1,200.00 plus 50 training packets at \$20 per package equal \$1000.00. total \$2,200.00

6. Business Counseling/Technical Assistance \$20,000.00

The GCSBSC assists, counsels, and advises small businesses of all types (small businesses, small disadvantaged businesses, minority-owned small businesses, women-owned small businesses, veteran-owned small businesses, service- disabled veteran owned small businesses, and small businesses located in economically distressed or historically underutilized business zones) on procedures for contracting with local, state and federal agencies. Counseling and technical assistance include application preparation and review, business plan review, finances and financial projects review, loan packaging review and a host of other business development areas.

6A. Counseling and Technical Assistance. Staff will provide individualized counseling and technical assistance to up to 100 distinct new or fledgling businesses over the year. Sessions may last up to 3 hours. Staff projects 500 hours of dedicated individualized counseling and technical assistance session annually. 500 hours at a rate of \$40.00 per hour equals \$20,000.00