

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060235

1. ACTION REQUESTED/PURPOSE:

Approval of Memorandum of Understanding between BoCC and FGCU's Small Business Development Center for their administration of county's Disadvantaged Business Enterprise program for one (1) year at \$65,000.00. Approve transfer of funds from General Fund in the amount of \$15,000 to cover cost of MOU with FGCU for one year. *JSD*

2. WHAT ACTION ACCOMPLISHES:

Renews for one (1) year outsourced administration of the County's Disadvantaged Business Enterprise program. Provides for education, outreach, training and consulting on various issues faced by small businesses to DBEs, as well as provision of networking and "matchmaking" events. Requires quarterly and annual reporting of efforts in this regard.

3. MANAGEMENT RECOMMENDATION:

Staff recommends approval of requested motion.

4. Departmental Category: 01

A I B

5. Meeting Date: 03-14-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Equal Opportunity
 Division _____
 By: Paul Valenti, Manager

9. Background:

FGCU's Small Business Development Center (SBDC) has been administrating the County's DBE program for 2 years. The Disadvantaged Business Enterprise (DBE) program, focused on minority and woman owned business, is committed to providing assistance to Lee County's small business community in the following areas: State Government Certification application assistance; business and technical assistance; and procurement assistance.

The DBE program is not an entitlement program, but a marketing program for qualified businesses to become certified and aggressively go after county and state contracts.

The cost of this one (1) year contract is \$65,000.00. The \$15,000.00 increase in this year's MOU is due to cost increases incurred by the SBDC, and the provision of additional staff resources and time to the program. This added time will allow for more travel coverage to all areas of the county: specifically Bonita Springs, Lehigh and Cape Coral. It will also allow for closer work with the chamber of commerce and local minority groups and associations in an effort to educate minority owned businesses in the advantages of becoming DBE certified and in being able to conduct business with the county.

Funds will be available in BB5133300100 upon transfer of funds. *JSD*

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>				<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	
					<i>[Signature]</i> 3/2/06	<i>[Signature]</i> 3/2/06	<i>[Signature]</i> 3/2/06	<i>[Signature]</i> 3/2/06	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 2-27-06
 3:51
 COUNTY ADMIN
 FORWARDED TO:
 3/3/06 9:30

Rec. by CoAtty
 Date: 3/2/06
 Time: 11:40 AM
 Forwarded To:
 Co. Admin
 2/27/06 11:58 AM

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General Fund DATE: 3/1/06 BATCH NO.: _____

FISCAL YEAR: 05/06 FUND NO.: 00100 DOC. TYPE: YB LEDGER TYPE: BA

TO: County Administration EEO
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
BB5133300100.503490	Other Contracted Services	\$15,000
TOTAL TO:		\$15,000

FROM: Non-Departmental Reserves
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5890100100.509910	Reserve for Contingencies	15,000
TOTAL FROM:		<u>\$15,000</u>

EXPLANATION:. Additional funds needed to cover increase in MOU.

DIVISION DIRECTOR SIGNATURE/DATE		DEPARTMENT HEAD SIGNATURE/DATE	
DBO: APPROVAL <input checked="" type="checkbox"/>	DENIAL <input type="checkbox"/>	<u>Thelma J. Davis</u>	<u>3/1/06</u>
		OPS. ANALYST SIGNATURE	DATE
OPS. MGR.: APPROVAL <input checked="" type="checkbox"/>	DENIAL <input type="checkbox"/>	<u>Jim Tang</u>	<u>3/2/06</u>
		OPS. MGR. SIGNATURE	DATE
CO. MGR.: APPROVAL <input type="checkbox"/>	DENIAL <input type="checkbox"/>	CO. MANAGER SIGNATURE	DATE
BCC APPROVAL DATE: _____		BCC CHAIRMAN SIGNATURE _____	
BA. NO. _____	AUTH CODE _____	TRANS DATE _____	

**MEMORANDUM OF UNDERSTANDING BETWEEN
LEE COUNTY, FLORIDA GOVERNMENT
AND
FLORIDA GULF COAST UNIVERSITY**

This Memorandum of Understanding, entered into as of the ____ day of _____ 2006, between the Lee County, Florida Government on behalf of the Office of Equal Opportunity, (hereinafter referred to as LCOEO) and Florida Gulf Coast University Board of Trustees (FGCU) on behalf of the Small Business Development Center (hereinafter referred to as FGCU-SBDC), is for administration of LCOEO Disadvantaged Business Enterprise Program.

LCOEO agrees to contract with FGCU-SBDC for the administration of its Disadvantaged Business Enterprise Program as outlined in the Scope of Work included in Attachment A. This memorandum of understanding shall cover the time period from January 1, 2006 through December 31, 2006, unless extended by written mutual agreement of both parties.

Payment. As compensation for the performance of services outlined in this agreement, LCOEO agrees to pay FGCU-SBDC \$65,000 (Sixty five thousand dollars) for the execution and completion of this contract. Payment will be made in two, equal lump sums of \$32,500.00. The first payment is payable in January 2006 and the second payment will be made in June 2006. If for some reason the contract is canceled by either party re-payment of funds for work not yet performed will be returned to the County in monthly pro-rata increments.

The funds provided under this subcontract may not be expended for the purpose of lobbying the Florida Legislature or a State of Florida agency or any other local, state, or federal group or agency. All funds provided under the first year of this contract must be expended to perform the duties outlined in the scope of work.

Scope of Work. In return for this compensation, the FGCU-SBDC agrees to perform the work outlined in the Scope of Work included in Attachment A. The Scope of Work shall not be changed except by duly executed amendments to this contract. All materials or seminars/workshops performed under this funding, must acknowledge LCOEO as the funding source.

Limitations Of Liability. Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the

consent of the State of Florida or its agents and agencies to be sued by reason hereon; (3) or a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes.

SBDC, in its performance of this agreement, shall comply with all local, state, and federal laws. Any violation of such laws shall be a breach of this agreement.

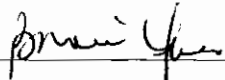
Termination. Either LCOEO or FGCU-SBDC may terminate this contract at any time upon no less than thirty (30) days written notice to the other party, by " Certified Mail, Return Receipt Requested." Such termination will not free LCOEO from obligation to pay for all services, orders, materials, or facilities committed in good faith prior to the effective date of termination.

Entirety of Agreement. This contract constitutes the entire agreement between the parties and may only be changed or modified by an amendment executed in the same fashion as the original. This agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this contract to be executed as of the day and year first above written.

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Dr. Bonnie Yegidis
Provost and VP of Academic Affairs

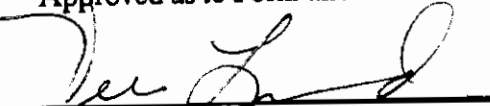
BY: _____
Tamara Hall, Chairwoman

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

Approved as to Form and Execution

Vee H. Leonard, Esq.
Assistant General Counsel
Florida Gulf Coast University

Attachment A
Scope of Work

The SBDC will administer the LCOEO Disadvantaged Business Enterprise (DBE) Program by provided services outlined below. Services are to be provided to all residents of Lee County. SBDC will make best efforts to provide programs and services in geographically diverse areas of the County to ensure access to all citizens.

The SBDC will provide the following services:

Provide Technical Assistance to DBEs in Lee County	<ul style="list-style-type: none"> • Hold four certification workshops per year
	<ul style="list-style-type: none"> • Hold three workshops on " Doing business with Lee County" per year.
	<ul style="list-style-type: none"> • Assist DBEs in completing Lee County Vendor/Bidder applications
	<ul style="list-style-type: none"> • Assist DBEs in assembling bid packets for both prime contracting and sub-contracting opportunities
Identify Contracting Opportunities for DBEs	<ul style="list-style-type: none"> • Monitor bid opportunities available at Lee County and provide information to DBEs • Publish annual Directory of certified DBEs in Lee County and make available to contractors • Analyze expenditure of procurement dollars and determine if there is over-concentration in a particular procurement category, if so make recommendations to LCOEO on how to address the over-concentration
Develop Mentor/Protégé Relationships	<ul style="list-style-type: none"> • Hold two functions per year to allow general contractors become acquainted with certified DBEs • Make recommendations to DBE Liaison Officer on programs that should be developed to facilitate such relationship
Promote Opportunities for Economic Growth of DBEs	<ul style="list-style-type: none"> • Provide recommendations on the use and effectiveness of mobilization dollars in the economic growth of DBEs • Provide recommendations on the use and effectiveness of micro-loan programs in the economic growth of DBEs • Identify barriers to obtaining procurement opportunities with Lee County and make recommendations on how barriers can be addressed.

Quarterly Report Requirements	<ul style="list-style-type: none"> • Number of clients counseled (and hours required) <ul style="list-style-type: none"> • Number of those who are already certified DBEs • Number of those who applied for DBE certification
	<ul style="list-style-type: none"> • Number of follow-up sessions held (and hours required)
	<ul style="list-style-type: none"> • Number of workshops held and number of participants at each • Results of follow-up activities with participants
	<ul style="list-style-type: none"> • Summary of other needs/gaps that should be filled (training in certain fields, micro loans, etc.) and contact names for follow-up • Quarterly Reports to be compiled into one annual report due no later than January 31, 2007.

Full reporting of all activity will be issued to our reporting agency in a timely and professional fashion, all printed material where applicable, will include the DBE and Lee County logo for recognition of your continued financial support.