

Memorandum



Date: November 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name of the County Mayor.

Agenda Item No. 8(F)(14)

Subject: Interlocal Agreement between Miami-Dade County and Florida International University Small Business Development Center

Recommendation

It is recommended that the Board of County Commissioners (Board) approve, pursuant to Sections 2-9 and 2-10 of the County Code, and authorize the execution of an Interlocal Agreement (Agreement) with the Florida International University Small Business Development Center (SBDC) by the County Mayor or County Mayor's designee in order to allocate funding to support expanded services for the small business community in Fiscal Year 2016-17.

Scope

The scope of the assistance provided to small businesses by SBDC through this Agreement is countywide.

Fiscal Impact/Funding Source

Under the Agreement, Miami-Dade County will provide funding to SBDC in the amount of \$250,000 during Fiscal Year 2016-17, which will be funded through the Business Participation Model.

Track Record/Monitor

The Small Business Development Division of the Internal Services Department will track and monitor this Agreement.

Background

On September 7, 2016, the Board adopted Resolution No. R-809-16, which directed the County Mayor to negotiate an interlocal agreement between the County and SBDC and to allocate at least \$300,000 to SBDC in order to provide expanded assistance to small businesses throughout Miami-Dade County. During the adoption of the Fiscal Year 2016-17 budget, the Board reduced the allocation to \$250,000.

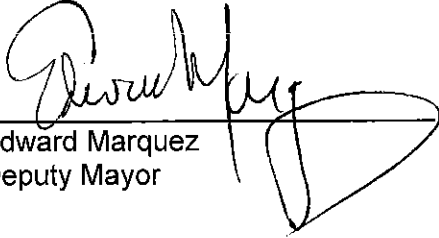
In accordance with R-809-16, the Internal Services Department, Small Business Division, developed the proposed Agreement. According to the terms of the Agreement, the County will collaborate with SBDC to provide small businesses in the Small Business Enterprise (SBE) program with the opportunity to receive one-on-one business consulting services, including assistance with access to capital, financial management, marketing, human resources, and strategic business planning. Additionally, the Agreement requires SBDC to provide workshops and small business forums, refer businesses to the County that would benefit from participation in the SBE program, and to assist with the distribution of small business marketing material.

Due to the time required to develop and approve this Agreement, along with the limitation of funding to the current fiscal year, the requested programming was implemented simultaneously with the development and approval of the Agreement. During the first six months of the Agreement, SBDC has provided 211 hours of consulting services, which has resulted in

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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\$1,600,000 in capital accessed through bank loans or other financing, \$1,200,000 in revenue growth, and 20 new jobs for participating Miami-Dade County small businesses.

Attachment

A handwritten signature in black ink, appearing to read "Edward Marquez", written over a horizontal line. The signature is stylized and includes a large, sweeping flourish that extends to the right and loops back under the line.

Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(14)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(14)
11-7-17

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 2-9 AND 2-10 OF THE COUNTY CODE AN INTERLOCAL AGREEMENT BETWEEN MIAMI DADE COUNTY AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES ON BEHALF OF ITS SMALL BUSINESS DEVELOPMENT CENTER "SBDC" FOR MIAMI-DADE COUNTY TO PROVIDE \$250,000.00 FOR THE FISCAL YEAR 2016-17 TO SUPPORT EXPANDED SERVICES FOR SMALL BUSINESS IN THE COMMUNITY PROVIDED BY SBDC; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE ANY AND ALL PROVISIONS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the Florida International University Board of Trustees on behalf of its Small Business Development Center "SBDC," in substantially the form attached hereto and incorporated herein by reference, in order for the County to provide \$250,000.00 in funding to the SBDC for the fiscal year 2016-17 to be used for the provision of expanded services for small businesses in the community; and authorize the County Mayor or the County Mayor's designee to execute the same for and on behalf of Miami-Dade County and to exercise and any and all provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman
Audrey M. Edmonson, Vice Chairwoman
Bruno A. Barreiro
Jose "Pepe" Diaz
Barbara J. Jordan
Jean Monestime
Rebeca Sosa
Xavier L. Suarez
Daniella Levine Cava
Sally A. Heyman
Joe A. Martinez
Dennis C. Moss
Sen. Javier D. Souto

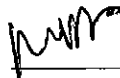
The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of November, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Monica Rizo Perez

**INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE INTERNAL SERVICES DEPARTMENT
AND
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
On behalf of its
SMALL BUSINESS DEVELOPMENT CENTER**

THIS INTERLOCAL AGREEMENT (the "Agreement") executed by the Miami-Dade County Internal Services Department – Small Business Development Division ("ISD-SBD") and The Florida International University Board of Trustees on behalf of its Small Business Development Center Network ("FIU-SBDC") is made and entered into this _____ day of _____, 2017. ISD-SBD and FIU-SBDC shall hereinafter be referred to collectively as the "parties" and individually as a "party."

WITNESSETH:

WHEREAS, Florida International University ("FIU") is the host institution, as that term is defined in Florida Statutes Section 288.001(2)(b), for the Florida Small Business Development Center Network, the principal business assistance organization for small businesses in the State of Florida; and

WHEREAS, the Small Business Development Center program, a pilot program launched in 1976 and officially recognized by the federal government with the adoption of the Small Business Act of 1980, has grown to become the largest such network in the nation; and

WHEREAS, the Small Business Development Center at FIU ("SBDC") serves the complex and diverse needs of small businesses throughout every stage of growth through no-cost professional business consulting, value-added training, and access to business data and information; and

WHEREAS, the Miami-Dade County Board of County Commissioners (the "Board") supports the expansion of services provided by SBDC to small businesses throughout Miami-Dade County (the "County"), through adding outreach specialists, and utilizing various County facilities and offices to improve access for small businesses who might not otherwise avail themselves of such beneficial services; and

WHEREAS, the Board supports FIU-SBDC, and desires to dedicate \$250,000 in FY 2016-17 to FIU-SBDC for the expansion of services provided by SBDC to those eligible small businesses in the County that pay the County's Local Business Tax or are otherwise in compliance with the County's ordinance governing same; and

WHEREAS, local businesses in the County pay more than \$15 million annually in fees to conduct business within the jurisdictional boundaries of the unincorporated areas and municipalities of the County, pursuant to the provisions and requirements of Article IX, Section 8A-171 of the Code of Miami-Dade County, Florida,

NOW, THEREFORE, the parties, for and in consideration of mutual covenants and agreements herein contained, hereto agree that ISD-SBD and FIU-SBDC work collaboratively to ensure small businesses have the opportunity to receive (i) professional business consulting, (ii) value-added training, (iii) access to business data, (iv) program enrollment for County contracting, (v) workshops to develop and improve competitive advantages, (vi) assistance in market expansion to other public entities and the private sector, and to (vii) facilitate program graduation, and (viii) assist businesses to succeed in the open market(s).

1. TERM OF AGREEMENT

ISD-SBD/FIU-SBDC Agreement

The term of this Agreement is for one (1) year, and shall commence on October 1, 2016 and continue until September 30, 2017, unless the parties jointly decide to terminate the Agreement. Notwithstanding this provision, either party may unilaterally exercise its right to terminate the Agreement pursuant to Section 2 below.

2. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party without cause, by giving one hundred-eighty (180) days advance written notification of said termination delivered to the other party.

3. RESPONSIBILITIES OF THE PARTIES

A. ISD-SBD is to do the following:

1. Refer County certified small business enterprises ("SBEs") to SBDC for "One on One" technical support in areas of specialized needs/technical expertise.
 - **Referrals (ISD-SBD to SBDC):** ISD-SBD will refer SBEs that are in need of business consulting and assistance to SBDC. Referrals from ISD-SBD to SBDC will be made via email, which will introduce the SBE and the person designated by SBDC to receive said introductions. SBDC will track all referrals received and track the progress of those SBEs that receive consulting and assistance from SBDC.
2. Refer eligible non-SBEs and start-ups that contact ISD-SBD to SBDC to provide assistance in areas of specialized needs/technical expertise. Non-SBEs and start-ups in the County must have paid the County's Local Business Tax or are otherwise in compliance with the County's Local Business Tax ordinance to be eligible.
3. Identify technical areas of need and collaborate with SBDC to coordinate workshops meeting those needs.

B. SBDC is to do the following:

1. Providing "One on One" Technical Support to SBE referrals from ISD-SBD in areas requiring specialized assistance/technical expertise
 - **One-on-One Business Consulting:** Consultants will work one-on-one with the SBEs to help their businesses grow. Assistance provided shall be in all the areas of specialization offered by SBDC, including but not limited to, access to capital, financial management, marketing, human resources, and strategic business planning.
2. Provide "One on One" assistance to SBEs in areas not covered by ISD-SBD and fall within FIU-SBDC scope of consulting services
3. Share ISD-SBDs flyers and promotional material for outreach events and forums with their database of firms
4. Provide appropriate staff (consultants, subject-matter experts, and other personnel) to assist ISD-SBD in coordinating workshops/forums consistent with those areas of technical expertise
5. Use the funds provided by the County to expand its capacity to provide one-on-one consulting to SBEs and eligible non-SBEs and start-ups in the County. Non-SBEs and start-ups must have paid the County's Local Business Tax or are otherwise in compliance with the County's Local Business Tax ordinance to be eligible. The capacity expansion will be in the form of additional consultants and training personnel. SBDC will track the consulting hours provided, in addition to the number of SBEs and eligible non-SBEs and start-ups assisted by said consultants, and the impact of those businesses in the form of capital accessed, job creation and revenue growth.

6. Coordinate/collaborate with ISD-SBD on two (2) workshops/forums in areas identified by ISD-SBD

- **Training:** SBDC and the ISD-SBD will work collaboratively on six (6) events/workshops during the term of the Agreement. These events may be in the form of webinars or in-person. SBDC will organize event logistics and promote the events. ISD-SBD would help promote the events. Any live events will take place at FIU College of Business facilities at FIU Modesto Maidique Campus or FIU Downtown. Events may also take place at County-provided sites. Cost of food, parking and incidentals may be paid by SBDC at SBDC's discretion, based on the size of the event(s) and the availability of funds to cover such costs.

4. PERFORMANCE MEASURES

ISD-SBD will collect and report bi-annually on activities that occur to include:

- Total number of referrals from ISD-SBD to SBDC
- Number of referred businesses that register with SBDC to receive consulting
- Tracking growth outcomes of ISD-SBD-referred businesses, including tracking capital accessed, jobs created and revenue growth

SBDC will collect and report bi-annually on activities that occur to include:

- Number of attendees at each event, including a copy of the registration list, and copies of event survey results
- Total number of SBEs assisted by SBDC
- Areas in which SBEs were assisted
- Consulting hours provided by the three (3) additional consultants
- Total number of SBEs and eligible non-SBEs and start-ups assisted by the three (3) additional consultants
- Measured benefit realized by SBE based on the assistance provided by SBDC consultants (i.e., impact of those businesses in the form of capital accessed, job creation and revenue growth)

5. COMPENSATION

ISD-SBD will compensate SBDC for services provided after the submission of complete invoice(s) and backup support. Additionally, requests for payment will be reviewed/audited by the Business Outreach and Education Section of ISD-SBD, to verify and confirm that such services were provided as outlined in the Section 3 and 4 of this Agreement. Payroll or consultant costs must include backup support (i.e., hourly rate, number of hours worked) for the period requested.

Based upon SBDC's compliance with the terms and conditions of the Agreement, payment shall be made bi-annually as indicated below:

1. The first payment of \$125,000.00 will cover services rendered between October 1, 2016 to March 31, 2017 and will be released fourteen days after Board approval of Interlocal Agreement
2. The final payment of \$125,000.00 will cover services rendered between April 1, 2017 to September 30, 2017

6. AMENDMENTS TO AGREEMENT



ISD-SBD/FIU-SBDC Agreement

This Agreement contains the entire Agreement of the parties and there are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no alterations, change, or modification hereof shall be binding or effective unless executed in writing and signed by all parties hereto.

7. APPROVALS AND NOTICES

Approvals and notices required under this agreement shall be in writing directed to the parties at their respective addresses as follows:

ISD: Director, Internal Services Department
111 N.W. 1st Street, 21st Floor
Miami, Florida 33128

SBDC: Director, Small Business Development Center
1101 Brickell Avenue, Suite 1100, South Tower
Miami, Florida 33131

IN WITNESS WHEREOF, the parties hereto have caused this Interdepartmental Agreement to be executed by their respective and duly authorized officers the day and year first above written.

By: _____
Tara C. Smith, Director
Internal Services Department

By: ^{PIA}  _____
Ludmilla Etienne, Associate Director
Florida International University

Date: _____

Date: 4/11/2017