

Jaime G. Torrens, Chief Facilities Officer  
Office of School Facilities

**SUBJECT: STRATEGIC ALLIANCE MEMORANDUM WITH THE UNITED STATES SMALL BUSINESS ADMINISTRATION AND MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA SMALL BUSINESS DEVELOPMENT CENTER NETWORK TO DEVELOP JOINT TRAINING AND OUTREACH ACTIVITIES FOR THE MINORITY, WOMEN, VETERAN, AND SMALL BUSINESS ENTERPRISE PROGRAM**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

The District actively seeks to identify and implement best practices that stimulate the economic growth of local small businesses. The development of a Strategic Alliance Memorandum (SAM) with the United States Small Business Administration (SBA) and Memorandum of Understanding (MOU) with the Florida Small Business Development Center Network (SBDC) will assist to identify and implement these best practices. The SAM and MOU are cost-effective business strategies for the District to expand training and outreach opportunities for local small businesses by means of a common goal.

The SAM and MOU recognize the common interest of the SBA, SBDC, and District in the development of joint training and outreach events as well as the dissemination of information to local minority, women, Veteran, and small businesses. Shared training and outreach events will include resource partners, pamphlets, brochures and other publications, and access to the SBA and SBDC websites. The entering of this SAM and MOU are at no cost to the parties.

The initial term of the SAM is for two (2) year and the MOU is for one (1) year effective from the date of execution by all parties. Each party reserves the right to terminate the SAM and MOU for any reason upon thirty (30) days written notice. The SAM and MOU may not be amended except by written agreement signed by all of the parties.

Anticipated benefits include the expansion of the District's training and outreach services at no additional cost. Copies of the SAM and MOU will be transmitted to School Board Members under separate cover and are available for inspection by the public in the Office of the Recording Secretary, Room 924 and the Citizen's Information Center, Room 158, 1450 NE Second Avenue, Miami, FL 33132.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. execute and implement a Strategic Alliance Memorandum with the United States Small Business Administration for an initial term of two (2) years and the Memorandum of Understanding with the Florida Small Business Development Center Network for an initial term of one (1) year for a common interest in the dissemination of training and outreach information to local minority, women, Veteran, and small businesses; and
2. renew, terminate, and/or modify the Memorandum as needed in writing with the other parties.

TA:mm



U.S. Small Business  
Administration

# Strategic Alliance Memorandum

*with the*

**United States Small Business Administration**

*and the*

**The School Board of Miami-Dade County, Florida**

## I. PURPOSE

The United States Small Business Administration (SBA) and **The School Board of Miami-Dade County, Florida (School Board)** (each a "Party" or, collectively the "Parties") are joined by a common mission; **helping start, maintain, and expand small businesses.** The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

**The School Board, through its Office of Economic Opportunity (OEO), promotes the economic development and growth of Small/Micro Business Enterprises (SBE, MBE), Minority/Women Business Enterprises (M/WBE), and Veteran Business Enterprise (VBE) through its certification program, community outreach programs, contract review and monitoring activities in addition to ongoing interaction with other municipal agencies, quasi-public agencies and the local marketplace.**

**The OEO strives to ensure that local SBE's, MBE's, M/WBE's, and VBE's have the maximum opportunity to do business with the School Board and to provide equal opportunity for all segments of the contracting community. The School Board is a non-profit political sub-division of the State of Florida servicing, through OEO, more than 1,000 businesses through-out Miami-Dade County, Florida.**

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and the **School Board** in order to strengthen and expand small business development in the local area.

---

The Parties acknowledge that beyond the information sharing contemplated under this SAM, any specific joint training and outreach activities will require a separate signed agreement developed pursuant to SBA's Cosponsorship Authority.

---

In order to further their common goals, the Parties agree to the following:

## II. **SCOPE AND RESPONSIBILITIES**

### **SBA Undertakings:**

Within the limits of its available and/or appropriated resources, the SBA through its **South Florida District Office** will:

- Provide the **OEO** with up-to-date information about SBA's programs and services.
- Make available, upon request, information regarding SBA's resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women's Business Centers (WBCs) (collectively, "SBA's Resource Partners").
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise the **OEO** of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in the **OEO** workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite the **OEO** clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at the **OEO** location when appropriate.
- Provide a text-only hyperlink from SBA's website to the **OEO** website pursuant to SBA's linking policies.
- Provide information to the **OEO** staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and the **OEO**.

### **School Board Undertakings:**

Within the limits of its available resources, the **School Board through OEO** will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform the **OEO** small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from the **OEO** website to SBA's website.
- Assign a local point of contact to serve as liaison between the **OEO** and SBA.

### III. USE OF SBA NAME AND LOGO

All materials bearing the SBA name or logo must be approved in advance by SBA's Responsible Program Official. Use of SBA's logo must be accompanied by the following statement: "Use of the SBA logo is authorized by a Strategic Alliance Memorandum. Reference to SBA is not an endorsement of the views, opinions, products or services of any person or entity." The SBA logo may only be used to promote SBA and/or its programs, activities, and services. SBA's logo cannot be used in a way that suggests the Agency is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between SBA and an outside party. SBA's logo also must not be used in any manner that is liable to bring the Agency into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries, any lobbying efforts, or any political activities.

The "U.S. Small Business Administration" name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to the **School Board**. Nothing in this SAM permits the **School Board** to use the SBA official seal.

### IV. TERM

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph VI below.

### V. AMENDMENT

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

### VI. TERMINATION

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

### VII. RELATIONSHIP

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to the **School Board** and SBA.

**VIII. RESPONSIBLE PROGRAM OFFICIAL**

The SBA Responsible Program Official for this Strategic Alliance Memorandum is:

**Althea A. Harris**

Assistant District Director of Marketing & Outreach – Area 1  
South Florida District Office  
U.S. Small Business Administration  
51 SW 1<sup>st</sup> Ave., Suite 201  
Miami, FL 33130  
(305) 536-5838  
[Althea.harris@sba.gov](mailto:Althea.harris@sba.gov)

**IX. POINTS OF CONTACT**

The points of contact for administrative matters pertaining to this SAM are:

**The School Board of Miami-Dade County, Florida:**

**Torey Alston, Economic Equity & Diversity Compliance Officer**

1450 NE 1 St., Suite 428  
Miami, FL 33132  
(305) 995-1307  
[TAlston@dadeschools.net](mailto:TAlston@dadeschools.net)

**U.S. Small Business Administration:**

**Stephen Morris, Director of Strategic Alliances**

South Florida District Office  
U.S. Small Business Administration  
51 SW 1<sup>st</sup> Ave., Suite 201  
Miami, FL 33130  
Tel: 305-536-5521  
EMAIL: [Stephen.Morris@sba.gov](mailto:Stephen.Morris@sba.gov)

**IX. SIGNATURES**

The signatories below represent that they have the authority to make such commitments on behalf of their respective organization. This SAM may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**U.S. Small Business Administration:**

\_\_\_\_\_  
Stephen Morris, Director of Strategic Alliances  
Date \_\_\_\_\_

*Note: District Directors may also co-sign.*

\_\_\_\_\_  
Althea A. Harris, Asst. District Director  
South Florida District Office  
Date \_\_\_\_\_

**The School Board of Miami-Dade County, Florida**

\_\_\_\_\_  
Alberto M. Carvalho, Superintendent  
Date \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
School Board Attorney







Decide. Discuss. Act. [www.sbdca.org](http://www.sbdca.org)  
SUPPORTING SMALL BUSINESS OWNERS THROUGHOUT THE WORLD



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**FLORIDA SMALL BUSINESS DEVELOPMENT CENTER NETWORK HOSTED BY THE UNIVERSITY OF**  
**WEST FLORIDA**

**I. PURPOSE**

The School Board of Miami-Dade County, Florida by and through its Office of Economic Opportunity, a political subdivision of the State of Florida, whose principal place of business is 1450 NE 2 Avenue, Miami, Florida 33132 herein referred to as "M-DCPS-OEO" and the Florida Small Business Development Center Network hosted by the University of West Florida, whose principal place of business is 220 West Garden Street, Suite 301, Pensacola, FL 32502 herein referred to as "Florida SBDC Network" [each a "Party" or collectively the "Parties"] are joined by a common vision; ensuring a society in which all individuals have equal rights without discrimination. The parties will work together in the spirit of cooperation and open communications, consistent with the law, with the primary goal of meeting the needs of residents and business owners in Miami-Dade County.

The Office of Economic Opportunity (OEO) promotes the economic development and growth of Small/Micro Business Enterprises and Minority/Women Business Enterprises (M/WBE's) through its certification program, community outreach programs, contract review and monitoring activities, in addition to ongoing interaction with other municipal agencies, quasi-public agencies and the local marketplace. The OEO strives to ensure that local Small, Micro, and M/WBE's have the maximum opportunity to do business with the School Board of Miami-Dade County, Florida and to provide equal opportunity for all segments of the contracting community. The School Board of Miami-Dade County, Florida (The Board) adopted policy 6320.02 (Small/Micro Business Enterprise Program and Minority/Women Business Certification) in 2012 to provide expanded and equitable participation by small and micro businesses in School Board procurement of goods and services, construction, and professional services.

The Florida SBDC Network program is a specialized program under the U.S. Small Business Administration that supports a non-profit network of college and university-based centers providing entrepreneurs with high quality one-on-one consulting, management training and vital information needed to grow and prosper in a complex and competitive global environment.

The purpose of this Memorandum of Understanding (MOU) is to develop and foster mutual understanding and a working relationship to benefit the residents and business owners of Miami-

Dade County. The Parties acknowledge that specific joint training and outreach initiatives under this MOU shall be outlined.

To further their common goals, the Parties agree to the following:

## **II. SCOPE and RESPONSIBILITIES**

Within the limits of available resources, the M-DCPS-OEO shall:

1. Formally assign a main point of contact to serve as liaison between the M-DCPS-OEO and Florida SBDC Network, upon 30 days of execution of this MOU.
2. Work with the Florida SBDC Network on three broad goals of increasing the certified vendor pool with M-DCPS-OEO, business development/technical assistance and contract performance, with the emphasis being on the latter two areas; Target efforts to local firms who have been in business at least three years, three employees and \$300,000 in revenue.
3. Work with the Florida SBDC Network to raise awareness of contracting opportunities with Miami-Dade County Public Schools to its branch and members, with the aspirational goal of targeting micro and small businesses and specifically focusing on local Small/Micro Business Enterprises and increasing the number of these certified firms from 729 to 745 by October 2019; We shall also focus on local Veteran Business Enterprises and increasing the number of these certified firms from 11 to 15 by October 2019.
4. Report outcomes, success stories and any challenges as a result of our joint efforts.
5. Provide the Florida SBDC Network with up-to-date information about M-DCPS-OEO's programs and services.
6. Make available, upon request and subject to their availability, OEO pamphlets, brochures and other resources to appropriate Florida SBDC Network personnel.
7. Advise the Florida SBDC Network of events that may be of interest to its small business clients and allow shared resources.
8. Invite the Florida SBDC Network and its members to attend OEO-sponsored events.

Within the limits of available resources, the Florida SBDC Network and a local representative from the Florida SBDC Network shall:

1. Formally assign a main point of contact to serve as liaison between the M-DCPS-OEO and the Florida SBDC Network, upon 30 days of execution of this MOU.
2. Work with M-DCPS-OEO on three broad goals of increasing the certified vendor pool with M-DCPS-OEO, business development/technical assistance and contract performance, with the emphasis being on the latter two areas; Target efforts to local firms who have been in business at least three years, three employees and \$300,000 in revenue.
3. Develop a plan in conjunction with the OEO to raise awareness of contracting opportunities with Miami-Dade County Public Schools, with the aspirational goal of focusing on local Small/Micro Business Enterprises and increasing the number of these certified firms from 729 to 745 by October 2019; We shall also with M-DCPS-OEO

focusing on increasing participation of Veteran Business Enterprises and increasing the number of these certified firms from 11 to 15 by October 2019.

4. Report outcomes, success stories and any challenges as a result of our joint efforts.
5. Provide the M-DCPS-OEO with up-to-date information about Florida SBDC Network's programs and services.
6. Make available, upon request and subject to their availability, Florida SBDC Network pamphlets, brochures and other resources to appropriate M-DCPS-OEO staff.
7. Advise the M-DCPS-OEO of events that may be of interest to its businesses and allow shared resources.
8. Invite the M-DCPS-OEO and its members to attend Florida SBDC Network-sponsored events.

### **III. COMPENSATION**

The M-DCPS-OEO and the Florida SBDC Network will provide the above-referenced services at no cost to each entity.

### **IV. TERM**

Cooperation under this MOU will commence upon signing by both Parties and will continue for a period of one year from date of signature unless otherwise terminated by one or both Parties as per paragraph VI below.

### **V. AMENDMENT**

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this MOU. This MOU may only be amended or modified in writing and shall be consistent with applicable laws, regulations and state policies.

### **VI. TERMINATION**

Either Party may discontinue its participation under this MOU at any time, with or without cause, upon thirty (30) days written notice to the other Party.

### **VII. RELATIONSHIP**

This MOU does not authorize the expenditure of any funds. Accordingly, this MOU shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangement with other entities.

Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to the M-DCPS-OEO and the Florida SBDC Network.

### **VIII. RESPONSIBLE OFFICIALS**

The responsible officials for implementation of the agreement and points of contact for administrative matters pertaining to this MOU are:

---

Torey Alston  
Economic Equity & Diversity Compliance Officer  
Miami Dade County Public Schools  
[TAlston@dadeschools.net](mailto:TAlston@dadeschools.net)  
(305) 995-1307

Mike Myhre  
CEO  
Florida SBDC Network Headquarters  
[Michael.Myhre@FloridaSBDC.org](mailto:Michael.Myhre@FloridaSBDC.org)  
(850) 898-3479

#### **IX. GOVERNING LAW**

This MOU shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.

#### **X. INDEMNIFICATION**

To the fullest extent permitted by law, Florida SBDC Network shall indemnify and hold harmless the School Board, and its employees from and against all claims, liabilities, damages, losses, and costs, arising out of, resulting from or incidental to Florida SBDC Network's performance under this MOU or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Florida SBDC Network or other persons employed or utilized by the Florida SBDC Network in the performance of this MOU. The remedy provided to the Indemnities by this indemnification shall be in addition to and not in lieu of any other remedy available under the MOU or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the MOU otherwise available to the Florida SBDC Network. The remedy provided to the Indemnities by this indemnification shall survive this MOU. The provisions of this Section shall specifically survive the termination of this MOU. The provisions of this Section are intended to require the Florida SBDC Network to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this MOU is deemed to be in violation of any law, that provision shall be deemed modified so that the Florida SBDC Network shall be required to furnish the greatest level of indemnification to the Indemnities as was intended by the parties hereto. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding in relation to this MOU.

#### **XI. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention.

#### **XII. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Florida SBDC Network.** The address for Florida SBDC Network for all purposes under this agreement and for all notices hereunder shall be:

Florida SBDC Network Headquarters  
UWF Division of Research and Strategic Innovation  
Attn: Mike Myhre, CEO  
220 West Garden Street, Suite 301  
Pensacola, FL 32502

**With a copy to:** Florida SBDC at FIU  
Attn: Brian Van Hook, Associate Director  
1101 Brickell Avenue, Suite 1100  
Miami, Florida 33131

**School Board's Address.** The address for the School Board for all purposes under this Agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho, Superintendent  
1450 N.E. Second Avenue, Suite 912  
Miami, Florida 33132

**With a copy to:**

The School Board of Miami-Dade County, Florida  
Department: Office of Economic Opportunity  
Department Head: Attention: Torey Alston  
Address: 1450 NW 2 Avenue, Suite 428  
Miami, Florida 33132

**And a copy to:** The School Board of Miami-Dade County, Florida  
Attn: Walter J. Harvey, School Board Attorney  
1450 N.E. Second Avenue, Suite 430  
Miami, Florida 33132

**XIII. SIGNATURES**

The signatories below represent that they have the authority to make such commitments on behalf of their respective organization:

The School Board of Miami-Dade County, Florida

\_\_\_\_\_  
Superintendent of Schools or Designee

\_\_\_\_\_  
Date

Approved as to form and Legal Sufficiency:

\_\_\_\_\_  
School Board Attorney

\_\_\_\_\_  
Date

Reviewed and Approved:

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Date

***FLORIDA SMALL BUSINESS DEVELOPMENT CENTER NETWORK HOSTED BY THE UNIVERSITY OF WEST FLORIDA :***

\_\_\_\_\_  
CEO or Designee

\_\_\_\_\_  
Date