

**MEMORANDUM OF UNDERSTANDING  
REGARDING SBDC CONSULTING SERVICES  
October 1, 2025 – September 30, 2026**

**PARTIES**

This Memorandum of Understanding (“Agreement”) is entered into this \_\_\_\_ day of September, 2025, between Clay County, a political subdivision of the State of Florida (the “County”) and the University of North Florida Board of Trustees, for and on behalf of the Small Business Development Center at the University of North Florida (“SBDC”).

**PURPOSE**

The purpose of this Agreement is to set forth the services SBDC will continue to provide in Clay County to deliver long-term no cost consulting, business development, and training services to small businesses and business owners, including non-profits, within the County.

**ACTIONS**

**I. Agreement Term and Funding**

- a. The Agreement commences on October 1, 2025 (“Effective Date”) and expires on September 30, 2026.
- b. The County, in consideration of SBDC providing the Services addressed herein, agrees to pay SBDC the total amount not to exceed \$100,000 during the term of this Agreement to be paid in quarterly installments in the amount of \$25,000 each quarter (i.e., Q1: Oct. 1 – Dec. 31, Q2: Jan. 1 – March 31, Q3: April 1 – June 30, and Q4: July 1 – Sept. 30) subject to SBDC’s submittal of an invoice along with its quarterly report for SBDC’s quarter ending prior to the invoiced quarter. Payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.
- c. The invoice and quarterly report should be submitted to Clay County Comptroller’s office by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Assistant County Manager and Director of Economic and Development Services, Chereese Stewart, by Email at [chereese.stewart@claycountygov.com](mailto:chereese.stewart@claycountygov.com) for approval of payment.

**II. Services**

- a. SBDC has been providing and shall continue to provide a full-time professionally certified consultant whose services are dedicated to Clay County (the “Services”).
- b. As part of the Services, a full-time consultant is expected to:
  1. Individually consult with small business owners and would-be entrepreneurs in Clay County.
  2. Present group training programs on a variety of business topics specifically tailored to the needs of Clay County businesses.
  3. Conduct a variety of outreach activities such as participating in appropriate trade shows, making public presentations on business topics, and serving on appropriate boards and committees in Clay County.
  4. Perform all required administrative functions including quarterly reporting of SBDC activity to the County. Success of all consulting, outreach and training

services will be tracked, reported and measured by timely input and delivery of all required data and reports in the FSBDC CRM system for stakeholders.

**III. Hiring**

In entering into this Agreement, SBDC represents that it now has or will secure appropriately qualified consultant(s) employed and paid by SBDC to provide the Services in Clay County during the term of the Agreement. SBDC acknowledges that it currently has an appropriately qualified consultant assigned and serving in Clay County who is employed and paid by SBDC.

**IV. Supervision**

The full-time consultant is will be supervised by an SBDC Assistant Director or above, who is responsible for SBDC operations in a number of counties, including Clay County.

**V. Location**

The SBDC will be responsible for providing the SBDC consultant office space, and to the extent the County has available space, it will be provided to SBDC at no cost.

**VI. Oversight**

Programmatic oversight of SBDC is provided by the University of North Florida, the Florida SBDC Network, the Association of SBDC's, the U.S. Small Business Administration, and the Florida Office of the Inspector General.

**VII. Reporting**

The SBDC records and reports a number of metrics on a quarterly basis. Those range from number of clients consulted, hours of consulting, and number of workshop participants, to economic impact created as a result of SBDC assistance, including jobs created/retained, capital accessed, and government contracts obtained. The SBDC will report these metrics to the County and any third party the County designates.

**TIMING**

SBCD shall continue to provide Full-time SBDC services to small businesses in Clay County under this Agreement.

**AUDIT AND EXAMINATIONS**

SBDC shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

**RELATIONSHIP**

SBDC is an independent contractor to the County and shall not be deemed an employee, agent, joint-venture, or partner of the County. The County does not endorse the specific organization by virtue of this Agreement.

### **COLLABORATION /COOPERATION**

SBDC will collaborate, cooperate, and liaise with all entities and organizations involved in economic development or supporting small businesses in order to create synergies that will benefit the businesses, government, and taxpayers of Clay County.

### **APPROPRIATED FUNDS**

SBDC acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

### **STATE UNIVERSITY**

SBDC is a unit within UNF, which is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. SBDC services rendered to clients and attendees must be provided on a confidential basis to the full extent provided by 15 U.S. Code Section 648, et seq. and other applicable law. The parties will not at any time release the names of clients to any entity not a party to this Agreement.

### **PUBLIC RECORDS**

SBDC and the County will allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Any failure to so allow shall constitute grounds for termination of this Agreement.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EITHER PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SBDC'S CUSTODIAN OF PUBLIC RECORDS AT UNF'S OFFICE OF THE GENERAL COUNSEL, 904-620-2828, [generalcounsel@unf.edu](mailto:generalcounsel@unf.edu), 1 UNF Drive, 1/2100, Jacksonville, FL 32224 OR THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

To the extent applicable, both parties will comply with all obligations imposed on contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

### **DISCRIMINATION PROHIBITED**

In performance of this Agreement, SBDC agrees to comply with the following statues and regulations prohibiting discrimination:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e) Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

#### **COMPLIANCE WITH APPLICABLE LAWS**

SBDC is bound by and shall comply with and require its consultant(s) to comply with all terms and conditions of this Agreement and all federal, state, and local laws, statutes, regulations, and executive orders applicable to the performance of this Agreement and the Services provided by SBDC. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies.

#### **LOBBYING PROHIBITION PER SECTION 216.347, FLORIDA STATUTES**

By signing this Agreement, the parties certify that the funds provided pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The parties further certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

#### **MISCELLANEOUS**

Neither SBDC nor the County may assign this Agreement or subcontract performance without the prior written consent of the other. This Agreement shall not be modified in any manner except by instrument executed by each party. This Agreement is governed by the laws of the State of Florida. Any legal action arising in connection with this Agreement shall be in the Fourth Judicial Circuit in the State of Florida. The failure of either party to perform any obligation due to an event beyond its reasonable control shall be excused, provided no party shall recover compensation or damages. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. A complete, executed copy of this Agreement shall be enforceable as an original.

**AUTHORITY**

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

**CLAY COUNTY, a political subdivision  
of the State of Florida**

**The University of North Florida Board of Trustees,  
for the Small Business Development Center at the  
University of North Florida**

Signed: \_\_\_\_\_  
Betsy Condon  
Its Chairman

Signed: \_\_\_\_\_  
Vice President, Administration & Finance

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board