

FIXED PRICE AGREEMENT FOR EDUCATION SERVICES
BETWEEN
DE SOTO COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
(FLORIDA SMALL BUSINESS DEVELOPMENT CENTER)

This Agreement for Education Services ("**Agreement**") is between DeSoto County Board of County Commissioners (the "**County**"), whose address is 210 East Oak Street, Arcadia, FL 34226, and The University of South Florida Board of Trustees, contracting agent of the University of South Florida (USF) and the Florida Small Business Development Center at USF (the "**Center**"), whose address is 4202 East Fowler Avenue, Tampa, Florida 33620. The County and the Center agree as follows:

A. Educational Services. The County and the Center will work together to facilitate the provision of educational services to small businesses. To that end, they have the following responsibilities:

1. The Center will:
 - a) Provide one business consultant to serve DeSoto County business owners.
 - b) Provide no-cost, one-on-one business consulting to existing and aspiring small business owners in Highlands, Hardee, and DeSoto counties.
 - c) Engage in community outreach; i.e., build and maintain relationships with financial institutions, chambers of commerce, economic development agencies and other similar agencies; and attend events that promote small business interests.
 - d) Schedule a minimum of nine low-cost entrepreneurial training events available to Highlands, Hardee, and DeSoto County entrepreneurs. Training will consist of in-person and/or online events.
 - e) Include the DeSoto County Board of County Commissioners logo on the FSBDC at USF website and link back to the DeSoto County Board of County Commissioners website.
 - f) Deliver a minimum of 340 total Consulting hours (includes consulting, preparation time, and travel to client site) to aspiring and existing Highlands, Hardee, and/or DeSoto County businesses.
2. The County will:
 - a) Dedicate County website space to support the Center's services for existing and aspiring DeSoto County businesses, including confidential no-cost consulting, business assessments, financial analysis, market research, strategic marketing plans, international trade, and government contracting assistance.

- b) Maintain an adequate supply of the Center's marketing materials at County offices.
- c) Refer clients to the Center's office.

B. Contacts of the Parties.

For County:

Administrative Contact:
Sondra Guffey
Division Director, Economic Development
DeSoto County Board of County
Commissioners
2250 NE Roan St.
Arcadia, FL 34266

Phone: (863) 993-4807
S.guffey@desotobocc.com

For Center:

Project Director:
Carlton Hadden, II
Regional Director
Florida Small Business Development Center
University of South Florida
3802 Spectrum Blvd., Suite 201
Tampa, FL 33612

Phone: (813) 396-2700
Carltonh@usf.edu

Administrative Contact:

P. Michelle Twitmyer
Sponsored Research
University of South Florida
3702 Spectrum Blvd., Suite 165
Tampa, FL 33612-9445

Phone: (813) 396-2248
mtwitmyer@usf.edu

C. Notices. Any notices given under this Agreement must be in writing and sent to the administrative contact of the party for which notice is intended, as set forth above. Notices may be delivered by certified mail, return receipt requested, or by hand delivery, courier, or fax, with proof or confirmation of receipt. Notices are effective when received.

D. Payment and Invoices. In consideration of the Center's performance under this Agreement, the County will pay the Center a fixed price total of \$3,943.00 inclusive of indirect costs at a rate of 5%. If unobligated funds remain at the conclusion of the project, all unobligated funds shall remain with the University. The County will issue payment within 30 days after receipt of an acceptable invoice from the Center. The Center will submit its invoices in accordance with Attachment 1, Method of Payment.

E. Modification of Agreement. The parties may modify this Agreement by written amendment signed by both parties.

F. Liability. Each party is responsible for all claims arising out of its own performance under this Agreement and that of its officers, employees, agents, volunteers, and students.

G. Independent Contractors. The parties to this Agreement are independent contractors, and the officers, agents, contractors, and employees of one are not, by virtue of this Agreement, the officers, agents, contractors, or employees of the other.

H. Term and Termination.

1. This Agreement is effective October 1, 2025, through September 30, 2026.
2. The parties may terminate this Agreement at any time by mutual written consent.
3. Either party may terminate this Agreement, with or without cause, upon no less than 30 days' written notice to the other party.
4. The Center may terminate this Agreement immediately upon written notice to the County if the County commits an act or omits to take any action that in the good faith belief of the Center jeopardizes a participant's health or safety.
5. In the event of early termination, the County will compensate the Center for costs and non-cancellable commitments incurred prior to the date of termination.

By their signatures below, both parties acknowledge and agree that they will comply with all applicable federal, state, and local laws, regulations, and guidelines relating to their performance under this Agreement, including but not limited to those pertaining to nondiscrimination, privacy rights of participants, maintenance and disclosure of records, and confidential information. This Agreement includes Attachment 1.

DeSoto County Board of County Commissioners

By: _____
Steve Hickox
Chairperson
Board of County Commissioners

Date: _____

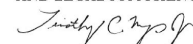
The University of South Florida Board of Trustees

By: _____
Stephanie Rios
Director, Sponsored Research
University of South Florida

Date: _____

Valerie Vicente, County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Timothy C. Mays, Jr.
USF ATTORNEY

ATTACHMENT 1

METHOD OF PAYMENT

Billing Schedule:

This is a fixed price agreement in the amount not to exceed \$3,943.00

Billing Period	Invoice Due
October 1, 2025 – September 30, 2026	\$3,943.00– due October 31, 2026

Send all invoices to the following address by the due date:

Sondra Guffey
Division Director, Economic Development
DeSoto County Board of County Commissioners
2250 NE Roan St.
Arcadia, FL 34266

Phone: (863) 993-4807
s.guffey@desotobocc.com

Instructions for Invoices:

1. The invoice must be printed on USF Letterhead
2. The invoice must be signed by an authorized representative of USF.

Send Payments to:

University of South Florida
Attn: USF Business Payments PS
P.O. Box 737443
Dallas, TX 75373-7443