

4A-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 10-24-2006 Consent Regular
 Workshop Public Hearing
 Submitted By: County Administration
 Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Staff recommends motion to approve: A \$99,000 Agreement with the World Trade Center Association Palm Beach, Inc. (WTCPB) to provide for assistance in International Economic Development through the development and expansion of local and newly created businesses from October 1, 2006 to September 30, 2007.

Summary: This \$99,000 Agreement with the WTCPB will provide funding to assist the County's cluster industries, branding/promoting Palm Beach internationally, assisting local and national businesses to grow internationally, and motivating foreign-based companies to expand into and invest in Palm Beach County. The scope of services outlined for FY 2007 is to: (A) Assist in designing and preparing the Exporter/Importer Non-Certificate Courses at the Palm Beach Community College and recruit instructors and speakers; (B) Conduct six half-day export/import seminars for local businesses; (C) Work in coordination with chambers of commerce and the Office of Small Business Assistance to channel businesses through the resources available; (D) Update existing exporter/importer database by adding companies with less than \$1M dollars per year in revenue; (E) Research and analyze the County's decline/growth of exports by industry and dollar volume; (F) Design a Real Estate Repository of Information Regarding Purchases by foreigners; (G) Construct and operate a two-day County Orientation Program for four foreign banks in conjunction with the BDB; and (H) Construct and operate a two-day County Orientation Program for three non-US-based bio companies in conjunction with the BDB. *Countywide (DW)*

WTCPB results for the FY 2006 Agreement (R2006-0733) - May 1 to September 30, 2006

Performance Measures	Status of Completion
a) Review and recommend a <i>Trade Development System</i> "educational curriculum" for Palm Beach County companies.	Completed
b) Update and maintain a sustainable <i>Exporter/ Importer Database</i> .	Completed
c) Recruit <i>Steering Committee</i> membership to expand the "real estate" repository of information regarding purchases by foreign investors, documenting and utilizing the trend of foreign investment in Palm Beach County for further use in attracting private capital and international lenders.	Completed
d) <i>Attract international banking interests and non-USA-based bioscience industry</i> by preparing written and digital promotional materials to attract four (4) international banking interests, and three (3) non-USA-based bioscience companies to Palm Beach County.	Completed
e) <i>Recruit seven (7) targeted international business prospects</i> to Palm Beach County - four (4) senior management officials from the targeted international lending institutions to assess sites for their companies' potential expansion or location to Palm Beach County, and three (3) non - USA based bioscience companies for similar purposes. All seven (7) prospects will participate in investment and site-expansion work sessions with the BDB, EDO and the PBC Business Leadership in the related industry clusters.	Completed

Background and Policy Issues: Continued in page 3.

Attachments:
 Agreement
 WTCPB FY 2007 Proposal
 WTCPB FY 2006 Final Report

Recommended By: [Signature] 10/17/06
 Department Director Date
 Approved By: [Signature] 10/19/06
 Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	99,000				
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	99,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes No

Budget Account Number:

Fund 1539 Department 764 Unit 2102 Object 3401 Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The \$99,000 funding is from the Contractual Services account.

C. Departmental Fiscal Review: *[Signature]* 10/12/06

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 10-17-06
OFMB
[Signature] 10/17/06
[Signature] 10/16/06
[Signature] 10/17/06
Contract Dev. and Control
[Signature] 10/19/06

This Contract complies with our contract review requirements.
The effective date is retroactive.

B. Legal Sufficiency:

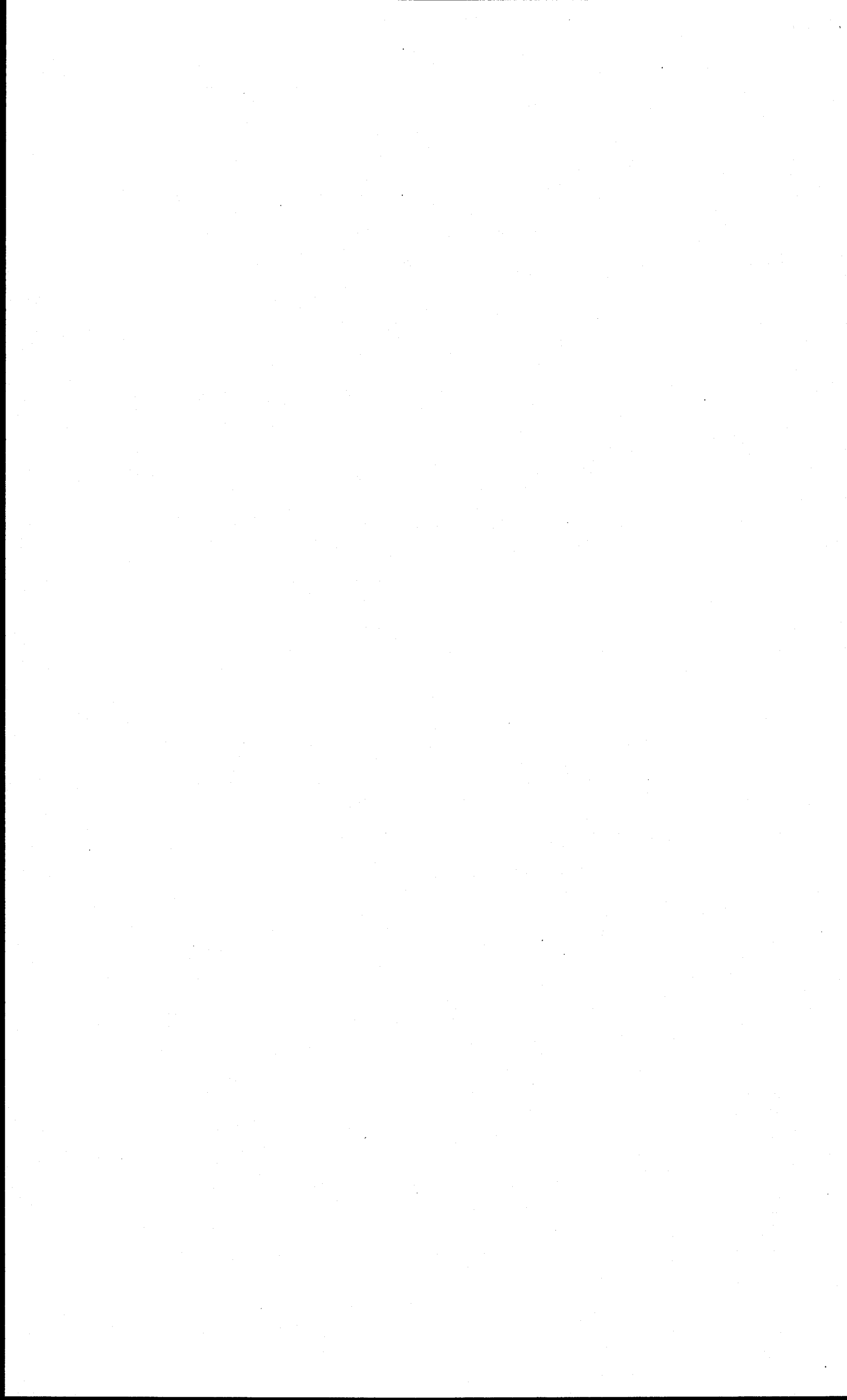
[Signature] 10/19/06
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

This summary is not to be used as a basis for payment.

Background and Policy Issues: The *World Trade Center Palm Beach* Association, Inc. (WTCPB) is a not-for-profit Florida corporation. Its mission supports the expansion of business opportunities in Palm Beach County. Since the WTCPB's inception in 1999 and registering with the State of Florida's Division of Corporations in July 1999, the WTCPB has operated independently as a licensed center and has become the lead entity on international trade issues in this area. The WTCPB is a member of the World Trade Center Association and affiliated with more than 277 World Trade Centers in 74 countries worldwide. Leveraging this global network, the WTCPB facilitates business opportunities and global penetration by incorporating education, information, and the exchange of culture and civic responsibility with commerce.



**Agreement between Palm Beach County and
World Trade Center Association Palm Beach, Inc.**

THIS AGREEMENT is entered into this _____ day of _____, 2006 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and **World Trade Center Association Palm Beach, Inc.**, a not-for-profit Florida corporation, having its principal place of business at Phillips Point, West Tower, 777 South Flagler Drive, Suite 800, West Palm Beach, Florida 33401, hereinafter referred to as "WTCPB", whose Federal I.D. number is 65-0976620.

WHEREAS, COUNTY has determined that there is a need to enhance COUNTY'S prosperity and visibility in the international market by increasing international investment, import and export initiatives and trade competitiveness activities conducive to international business in order to provide a stronger, more balanced, and stable economy in the COUNTY; and

WHEREAS, WTCPB is a not-for-profit association whose mission is to expand international business opportunities in Palm Beach County, Florida; and

WHEREAS, WTCPB operates independently as a licensed center and has become the local lead entity on international trade issues; and

WHEREAS, WTCPB offers assistance to companies and government to identify and compete for international business; and

WHEREAS, COUNTY is desirous of expanding commerce that is international in scope and that pertains to banking, finance and investment, biotechnology research and development, and film and television production; and

WHEREAS, as a member of the World Trade Center Association, WTCPB is affiliated with more than 277 World Trade Centers in 74 countries worldwide; and

WHEREAS, since its inception in 1999, WTCPB has forged international and state alliances with and support from the business, education and governmental communities in which it serves; and

WHEREAS, COUNTY now finds and determines that it is in the public interest to enter into an Agreement with WTCPB to establish Palm Beach County as an international trade hub, to expand the COUNTY'S tax base, to expand the employment opportunities of the residents of the COUNTY and thereby reduce unemployment and associated burdens placed on local government and the private sector taxpayers; and

WHEREAS, WTCPB performs international regulatory, trade, diplomatic and business development activities which are not performed by the COUNTY and which are essential to successful business development in Palm Beach County; and

WHEREAS, COUNTY finds that WTCPB is an especially appropriate entity to facilitate international trade, finance and business development in Palm Beach County; and

WHEREAS, COUNTY finds that it is essential to the public interest to have an accounting of the expenditure of public funds by a non-public agency such as WTCPB.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

Recitals

The foregoing recitals are correct and true at the time of execution of this Agreement and are incorporated herein by reference.

**PART I
TERMS OF THE AGREEMENT**

Scope of Services

WTCPB shall, in a satisfactory and proper manner as determined by the COUNTY, perform the tasks necessary to complete the Scope of Services outlined in Exhibit "A", submit invoices using the cover sheet as shown in Exhibit "B", and provide reports as shown in Exhibit "C", which are attached hereto and made a part hereof.

Effective Date and Term

The effective date of this Agreement shall be the 1st day of October 2006. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30th day of September 2007.

Funding

COUNTY hereby grants to WTCPB a total of **\$99,000 (ninety nine thousand dollars)** under the terms of this Agreement for WTCPB's international business development activities, conducted on behalf of the COUNTY as generally described in Exhibit "A." Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

Performance Period

WTCPB shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. In any event, all services required hereunder shall be completed by WTCPB no later than September 30, 2007.

Method of Payment

Payment of COUNTY'S obligation pursuant to this Agreement shall be made to WTCPB as follows: Payment of **\$8,250** each month upon submittal of a consulting service invoice, for a total amount not to exceed **\$99,000**. It is understood that payments remain subject to satisfactory achievement of the deliverables as stated in Exhibit "A."

Conditions on which Payment is Contingent

Financial Accountability

The COUNTY as it deems necessary, may at any time review WTCPB's financial systems, or conduct an audit of WTCPB or any of its subcontractors, to determine the capability of WTCPB to fiscally manage the Scope of Services in accordance with COUNTY requirements.

Reports

Reports shall be submitted to the COUNTY, postmarked no later than fourteen (14) days after the end of the reporting period, as outlined in Exhibit "C". The reports shall be to the satisfaction of the COUNTY and be subject to verification. The COUNTY reserves the right to request additional reports that are reasonable and fair from WTCPB, for any previous periods funded by the COUNTY upon ten (10)-business days notice. The final report produced and submitted by WTCPB will reflect quarterly and cumulative information.

**PART II
GENERAL CONDITIONS**

Opportunities for Residents and Civil Rights Compliance

WTCPB agrees that no person shall, on the grounds of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement. To the greatest extent feasible, low-income residents of the COUNTY shall be given opportunities for training and employment; and to the greatest extent feasible, businesses located in or owned by persons residing in the COUNTY shall be awarded contracts in connection with this Grant.

Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, WTCPB shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to

compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in and/or owned by residents of Palm Beach County.

Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by WTCPB. WTCPB shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is WTCPB authorized to use the COUNTY'S Tax Exemption Number in securing such materials. WTCPB shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

Governing Law and Venue

This Agreement shall be performed in accordance with applicable Federal, State, COUNTY laws, ordinances, and codes. These represent minimum regulations that may be supplemented by more restrictive guidelines set forth by the COUNTY. Venue in any action, suit or proceeding in connection with this Agreement shall lie in a Florida State Court of competent jurisdiction located in Palm Beach County.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

Construction of Agreement

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations, drafting, and redrafting of this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based on who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Recognition

WTCPB shall make a good faith effort to recognize COUNTY support for all activities made possible with funds available under this Agreement.

No Forfeiture

The rights of the COUNTY under this Agreement shall be cumulative and failure on the part of the COUNTY to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

Default

In the event WTCPB fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in the Agreement, the COUNTY shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

Failure to Comply

If WTCPB fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the funding upon giving written notice to WTCPB, terminate this Agreement and/or demand a refund of the funding and the COUNTY shall have no further funding obligation to WTCPB under this Agreement.

Waiver

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Termination

This Agreement may be terminated by WTCPB upon sixty (60) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of WTCPB. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to WTCPB. Unless WTCPB is in breach of this Agreement, WTCPB shall be paid for services rendered to the COUNTY'S

satisfaction through the date of termination.

In the event of termination prior to expiration of the term of this Agreement, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by WTCPB with funds under this Agreement shall be returned to the COUNTY. In the event of termination, WTCPB shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by WTCPB, and the COUNTY may withhold any payment to WTCPB until such time as the exact amount of damages due to the COUNTY from WTCPB is determined.

After notice of termination, and except as otherwise directed, WTCPB shall:

1. Stop working under the Agreement on the date, and to the extent specified, in the notice of termination.
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.
3. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
4. Prepare all necessary reports and documents required by the terms of the Agreement up to the date of termination, including a final report due at the end of the project, without reimbursement for services rendered in completing said reports beyond the termination date.

Amendments

The COUNTY may, at its discretion, amend this Agreement to conform to changes required by Federal, State, or COUNTY guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

Personnel

WTCPB represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with COUNTY. All of the services required herein under shall be performed by WTCPB or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in WTCPB's key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

WTCPB warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of WTCPB's personnel (and all Subcontractors) while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

Evaluation and Monitoring

WTCPB agrees that the COUNTY will carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement and comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. WTCPB shall submit information and status reports required by the COUNTY, on forms approved by the COUNTY. WTCPB shall allow the COUNTY to monitor WTCPB on site. Such visits may be scheduled or unscheduled as determined by the COUNTY.

Insurance

WTCPB shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by WTCPB are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by WTCPB under this Agreement.

A. *Commercial General Liability*

WTCPB shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. WTCPB shall provide this coverage on a primary basis.

- B. *Professional Liability*
WTCPB shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of WTCPB's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, WTCPB shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, WTCPB shall purchase a SERP with a minimum reporting period not less than 3 years. WTCPB shall provide this coverage on a primary basis.
- C. *Worker's Compensation Insurance & Employers Liability*
WTCPB shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. WTCPB shall provide this coverage on a primary basis.
- D. *Additional Insured*
WTCPB shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." WTCPB shall provide the Additional Insured endorsements coverage on a primary basis.
- E. *Certificate(s) of Insurance*
Prior to execution of this Agreement, WTCPB shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) days endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder shall read "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10th Floor, West Palm Beach, FL 33401."
- F. *Right to Review*
COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- G. *Waiver of Subrogation*
WTCPB hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then WTCPB shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should WTCPB enter into such an agreement on a pre-loss basis.

Indemnification

WTCPB shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of WTCPB. WTCPB's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. WTCPB shall hold the COUNTY harmless and shall indemnify the COUNTY for the conduct or activities and administration of WTCPB.

Successors and Assigns

The COUNTY and WTCPB each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such

other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor WTCPB shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and WTCPB.

Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Conflict of Interest

WTCPB represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. WTCPB further represents that no person having any such conflict of interest shall be employed for said performance of services.

WTCPB shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence WTCPB'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that WTCPB may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would constitute a conflict of interest if entered into by WTCPB. The COUNTY agrees to notify WTCPB of its opinion by certified mail within thirty (30) days of receipt of notification by WTCPB. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by WTCPB, the COUNTY shall so state in the notification and WTCPB shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by WTCPB under the terms of this Contract.

Excusable Delays

WTCPB shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of WTCPB or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon WTCPB'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if WTCPB'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

Arrears

WTCPB shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. WTCPB further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

Independent Contractor Relationship

WTCPB is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to WTCPB'S sole direction, supervision, and control. WTCPB shall exercise control over the means and manner in which it and its employees perform the work, and in all respects WTCPB'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. WTCPB does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Access and Audits

WTCPB shall maintain adequate records to justify all charges, expenses, and costs incurred in delivering the services for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, as often as the COUNTY deems necessary, at WTCPB's place of business. The COUNTY reserves the right to require submission of audited financial statements and/or to conduct a "limited scope audit" of WTCPB at any time or for any period.

Non-Discrimination

WTCPB warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, WTCPB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Availability of Funds

The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

Data Becomes COUNTY Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by WTCPB for the purpose of this Agreement shall become the property of the COUNTY without restriction, reservation, or limitation of their use and shall be made available by WTCPB at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to the COUNTY if requested. In any event, WTCPB shall keep all documents and records for three (3) years after expiration of this Agreement.

Authority to Practice

WTCPB hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Kevin Johns, AICP, Economic Development Director
Economic Development Office
301 North Olive Ave., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn Wynn, Assistant County Attorney
County Attorney Office
P.O. Box 1989
West Palm Beach, Florida 33402-1989

And if sent to WTCPB shall be addressed to:

Louis Haddad, President
World Trade Center Association Palm Beach, Inc.
Phillips Point, West Tower, 777 South Flagler Drive, Suite 800
West Palm Beach, Florida 33401

Entirety of Contractual Agreement

The COUNTY and WTCPB agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25-Modifications of Work.

Criminal History Records Check

WTCPB shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if WTCPB's employees or subcontractors are required under this contract to enter a "critical facility" (if applicable) as identified in Resolution R-2003-1274. WTCPB acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, WTCPB shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Regulations; Licensing Requirements

WTCPB shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. WTCPB is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

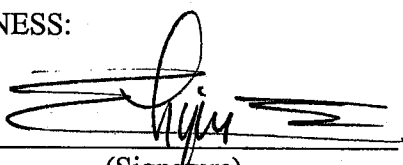
PALM BEACH COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

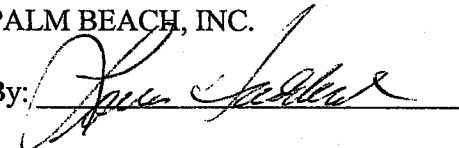
By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

WITNESS:

CONSULTANT:
WORLD TRADE CENTER ASSOCIATION
PALM BEACH, INC.

By: 
(Signature)
Claudie Lynn
Name (type or print)

By: 

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Dawn Wynn
Assistant County Attorney

By: _____
Kevin Johns, AICP
Economic Development Director

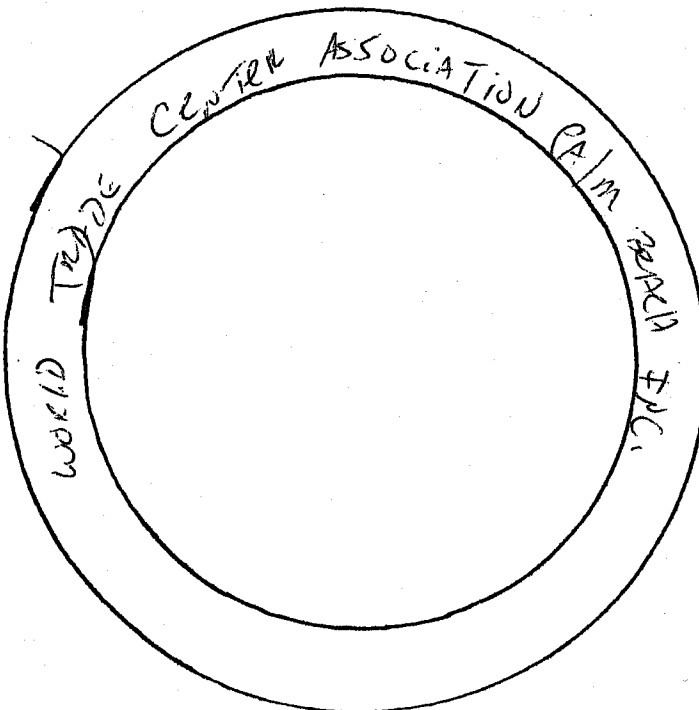


EXHIBIT A
SCOPE OF SERVICES

OBJECTIVES

Establish Palm Beach County as a hub for world trade and finance by building an institutional framework that fosters international trade and investment and helps secure greater benefits, such as contributions to sustainable economic development and maximization of international competitiveness while opening world markets.

Promote Palm Beach County's capabilities, strengths and advantages, and enhance its image internationally to (a) stimulate economic growth, trade and international investment and (b) encourage partnerships that support the County's cluster industries.

Position Palm Beach County as an equal partner in the globalization of financial and commercial activity to generate greater communication with and between other nations by creating an International Finance District and a Consular Corp.

Help local, national and international businesses to grow locally and internationally by offering them wider range of business information, services, and opportunities.

I. WTCPB agrees to work towards the accomplishment of the above objectives and complete the following deliverables for FY 2007:

Construct a Trade Development System by implementing export/import curricula that provides training sessions to local businesses and, to the extent possible, in cooperation with local chambers of commerce

- a) Assist in designing and preparing the Exporter/Importer Non-Certificate Courses for the 2007 spring semester at the Palm Beach Community College (PBCC)'s Boca Raton and Palm Beach Gardens Campuses; and recruit three instructors and various guest speakers.
- b) Conduct six export/import seminars to local businesses. WTCPB will schedule half-day programs in November, January, March, May, July, and September.
- c) Provide technical assistance to the Office of Small Business Assistance (OSBA.) WTCPB will document the number of minority-owned businesses in the county and make personal contact to encourage their attendance at coursework and utilization of technical services. WTCPB will ask chambers of commerce to support and participate in the training of minority-owned businesses.

Update and maintain an exporter/importer database and facilitate the established Steering Committee that will design a Real Estate Repository of Information Regarding Purchases by Foreigners

- a) Update existing exporter/importer database by adding companies with less than \$1M dollars per year in revenue.
- b) Research and analyze the Palm Beach County's decline/growth of exports by industry and dollar volume.
- c) WTCPB will chair and facilitate the Steering Committee, setting forth its charge, and meet in the months of October, November, January, April, and August.

Organize International Banking Interests with Whom We Have Held Initial Meetings

- a) Construct and operate a two-day County Orientation Program for four foreign banks in conjunction with the Palm Beach County Business Development Board.

Organize Non USA-Based Bioscience Interests with Whom We Have Had Initial Contact

- a) Construct and operate a two-day County Orientation Program for three non-US-based bio companies in conjunction with the Palm Beach County Business Development Board.

II. The COUNTY Agrees to:

- a) Provide ninety nine thousand dollars (\$99,000) funding for consulting services.
- b) Provide technical assistance to ensure compliance with applicable State, Federal and COUNTY regulations and this Agreement.

EXHIBIT B
LETTERHEAD STATIONERY

DATE:

TO: Kevin Johns, Economic Development Director
Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

FROM: Name of GRANTEE
Address
Telephone

SUBJECT: Reimbursement Request No.-
Contract No.-

Attached, you will find Invoice #____, requesting reimbursement in the amount of \$ _____.
The expenditures for this invoice cover the period of _____ through _____. You will also find
attached, back-up original documentation relating to the expenditures being involved.

Signature

EXHIBIT C
REPORTING FORM

Date _____

Signature _____

Quarterly Reports	Reporting Period	Due Date
<input type="checkbox"/> 1 st Quarter	Oct. 1 - Dec. 31, 2006	January 15, 2007
<input type="checkbox"/> 2 nd Quarter	Jan. 1 - March 31, 2007	April 15, 2007
<input type="checkbox"/> 3 rd Quarter	April 1 - June 30, 2007	July 15, 2007
<input type="checkbox"/> 4 th Quarter	July 1 - Sept. 30, 2007	October 15, 2007

PERFORMANCE MEASURES

Provide *cumulative* quarterly information and supportive documentation about the following contract deliverables, as specified in Exhibit "A." Report the *status of completion* of each performance measure as completed, ongoing or pending.

Construct a Trade Development System by implementing export/import curricula that provides training sessions to local businesses and, to the extent possible, in cooperation with local chambers of commerce

- a) Provide copy of the official PBCC curriculum for the Exporter/Importer Non-Certificate Courses and a copy of the 2007 spring catalog. Provide the list of instructors and guest speakers that participated in the courses.
- b) Provide the list of bi-monthly seminars conducted by WTCPB, schedule and list of attendees.
- c) Report the number of businesses assisted and specify if such business was referred by OSBA; and how many of the businesses assisted were capable of starting or building up their export/import capacity.

Update and maintain an exporter/importer database and facilitate the established Steering Committee that will design a Real Estate Repository of Information Regarding Purchases by Foreigners

- a) Provide the updated exporter/imported database in a digital format, as specified in Exhibit A.
- b) Provide quarterly reports and an annual report on the research & analysis of the County's decline/growth of exports by industry and dollar volume.
- c) Provide copies of the Steering Committee meeting minutes.

Organize International Banking Interests with Whom We Have Held Initial Meetings

- a) Report the outcome of the two-day orientation program prepared for the four foreign banks in terms of commitments obtained or alliances made.

Organize Non USA-Based Bioscience Interests with Whom We Have Had Initial Contact

- b) Report the outcome of the two-day orientation program prepared for the three non-US-based bio companies in terms of commitments obtained or alliances made.



World Trade Center Palm Beach

September 14, 2006

Mr. Kevin Johns
Director, Economic Development
Palm Beach County, Florida
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401 USA

Dear Mr. Johns:

We are pleased to have the opportunity to propose a 12-month agreement for the period October 1, 2006 through September 30, 2007. It is in the amount of \$99,000 and will activate systems that will assist Palm Beach County's international business development. This twelve (12) month proposal is the remaining portion of an original 17-month proposal presented in April 2006, the first portion of which was contracted for the period May 1, 2006 to September 30, 2006 (Agreement R2006-0733). This proposal for FY 2006-2007 builds on the prior. It is specific to the county and the funding proposed is the only funding that will be received to accomplish these objectives. We are eager to contribute to the success of the county's future.

Moving forward based on results from our **Agreement R2006-0733** during fiscal year 2005-2006, and in keeping with the outcomes of the county's 2005 economic summit, we believe that there is a mandate to continue our business relationship. Specifically, for the successor year, we have identified the following areas:

- Implement a trade development system. We propose that a basic first step will be to implement an educational component (Please see Appendices for detailed course outlines and projected expenses).
- Update and maintain the exporter/importer database that has been created. Our research to date has uncovered more than \$328,000,000.00 worth of economic activity just among county exporters-importers doing more than a million dollars per year in sales. We propose to track the decline/growth of exports by industry clusters and dollar volume.
- Lead a steering committee (comprised of county commissioner representatives, county association of realtors board, and representatives from the gold coast, cities, and banks) charged with defining the attributes and collection methodologies for a future database that will provide information about foreigner-owned real estate in the county. This steering committee has been formed and is prepared to begin its task.
- Define and initiate programs that attract international banking interests to the county's film and television and bioscience industries. We have met with financial institutions under previous county agreements. These meetings have occurred here and have included our preliminary orientations regarding the county and its opportunities.
- Define and initiate programs that match and attract bioscience to county scientific /environmental interests, e.g., cane stalks on which to grow bio-pharma grafts and/or agricultural product for the development of bio-diesel as an industry. We are preparing marketing material to entice non-US-based bio companies to travel to the county for a 2-day orientation program that will be conducted by us and the BDB.



World Trade Center Palm Beach

WTC Palm Beach is the leading international trade advocate in Palm Beach County. We have demonstrated our ability in solving challenges you face, and we continue to provide leading-edge expertise with a record of success.

Sincerely,

Mr. Louis Haddad
President



World Trade Center Palm Beach

**INTERNATIONAL BUSINESS DEVELOPMENT
PALM BEACH COUNTY, FL USA**

PRESENTED TO:

Mr. Kevin Johns, Director, Economic Development
Palm Beach County, Florida

PRESENTED BY:

Mr. Louis Haddad, President
World Trade Center Association Palm Beach, Inc.

September 14, 2006

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EXECUTIVE OVERVIEW

How This Proposal Can Benefit Palm Beach County, Florida

The County seeks solutions that will help it realize measurable improvement in its international stature and quantifiable increases in the quality of life for its citizens through higher-paying job creation and retention.

The County desires to expand upon new research on the international business clusters. To do so requires a strategy that is designed to establish the county as a world trade hub. This proposal, then, is the next step in implementing the basics necessary to sustain long-term growth and opportunity. In order to support a "20-year" strategy, if such is warranted, the basic infrastructure needs to be instituted step-by-step.

Herein, then, is a proposal that defines the next step.

THE ISSUES FACED

Current challenges include:

- positioning the County in the international market;
- having one-stop access to compete successfully for international business;
- assisting area businesses with export and import initiatives;
- recruiting for and managing in-bound and out-bound trade missions specific to target industries with a focus on international banking and bioscience; and
- providing County officials access to the resources of the World Trade Center Association, the world's largest international trade association and World Trade Center Association Palm Beach.

THE LONG-TERM GOALS

Our recommendations will have a positive effect cumulatively on Palm Beach County, Florida. Implementing these cost-effective, logical solutions should lead to the following:

- establish world renown for a world class County via signature programs and events¹ focusing on an international financial district and targeted demonstration projects in cooperation with the industry, county government, and its schools and universities;
- establish the County as the geographic location of choice for new and expanding international commerce centered around targeted industries with a priority on bioscience research, development and manufacturing, film and television, and international banking;
- provide services to exporters, importers and investors and expand trade opportunities through foreign trade zone designation;
- assist policy makers to adjust to globalization via workshops and orientations designed for local industry, hotels, schools and universities; and
- expand cooperative education and skill development surrounding global commerce.

¹ A signature event is one held in the county for the purpose of attracting industry-specific international business interests and buyers to an annual international trade fair

ALIGNMENT OF AGENCY PURPOSES INTERNATIONAL BUSINESS DEVELOPMENT



Palm Beach County strives to attain and maintain:

- **Customer satisfaction**, create performance measures to indicate whether the customer is satisfied
- **Operational efficiency**, create performance measures to indicate the efficient use of resources
- **Financial accountability**, create performance measures to promote fiscal responsibility and internal controls
- **Employee growth & learning**, create performance measures to indicate the level of investment in human assets



Enterprise Florida believes that "The greatest growth for Florida's economy can happen through international trade".

Enterprise Florida Enterprise Florida strives to attain and maintain a diverse Florida economy and the creation of better-paying jobs for its citizens by supporting, attracting and helping to create businesses in innovative, high-growth industries. Enterprise Florida focuses on high-value sectors such as: **international commerce**, information technology, and life sciences



World Trade Center Palm Beach

WTC Palm Beach and its sister associations statewide are eFlorida economic development partners.

Together with eFlorida and the County, we share the following purposes and the trade center has achieved successes in:

- Developing economic initiatives to grow a biotechnology cluster to take advantage of the fast growth opportunities the industry will provide
- Partnering with local institutions of higher learning to ensure the development of signature events and highlight Palm Beach County as a Center of Excellence worldwide in the targeted industries
- Enacting regional efforts to draw western hemisphere interest to Palm Beach County and to secure the Free Trade of the Americas Secretariat in Miami
- Sourcing and competing for grant funding to support major export initiatives
- Being selected by the US Department of Commerce, US Commercial Services and Foreign Services Divisions to operate innovative international trade marketing programs

RECOMMENDATIONS FOR PALM BEACH COUNTY

Solutions Designed To Address the Needs

These are World Trade Center Association Palm Beach, Inc.'s recommendations for implementing specific products and services that will help the county achieve its objectives.

1. **Trade Development System:** Logically, a follow-up project to the creation of an export database should be planned. Database information will assist in evaluating, defining and redefining a trade development system - the objective of which will be to foster market-savvy firms that continuously adapt their products, operations, and business alliances to compete effectively, and at global levels of quality, in both home and foreign markets. Additionally, an infrastructure should also be available to assist local businesses in developing alliances and technology ties with their international counterparts.

Establishing on-going training for companies should focus on how to overcome real and perceived trade barriers. This will be critical to trade development. World Trade Center Palm Beach will provide technical assistance to businesses who have availed themselves of the opportunity to grow their knowledge and skill through one or more of the tracks that will be offered. Please refer to Appendix A for the course outlines included within:

- non-certificate college classes;
- certificate and non-certificate seminars; and
- on-line courses.

and to Appendix B for supplemental costs should the county opt to sponsor training. Areas of training to be offered and technical assistance to be provided live and on-line are generally included in these broadly-termed subject matter within the courses: International Trade Readiness Assessment

- Internationalizing Your Business Plan;
- Import/Export Strategy Development;
- PBC and Industry Specific Research;
- Market Plan Development;
- Accessing the PBC Market and Matchmaking;
- Trade Leads;
- Market Research;
- Product Development;
- Distribution Channels;
- Managing Cultural Differences;
- Legal Issues in International Business;
- Trade Financing and letters of Credit;
- Transportation, Shipping and Logistics; and
- Export Documentation.

International Trade Data and Resources – Companies will have the opportunity to access a number of resources, databases and reference materials on doing business with PBC as well as general international business topics.

Web Based Resources –We will make available through the WTCA or export.gov web site an on-line Export Readiness Assessment, an FAQ page, an Export Internet Search Wizard, Trade Information Databases, and Trade Resources sections.

Access to Technology – We will work with the Business Development Board, EDRI, and ICoast to effect the availability and accessibility of high tech innovation such as various electronic databases and research tools, video-conferencing equipment, and distance-learning programs for companies interested in customized training programs.

Subsequently, support systems could be instituted that will foster interest and involvement in trade alternatives such as joint ventures, licensing agreements, offsets, and countertrade as well as attracting foreign investment. For example, provisions in the Immigration and Nationality Act provide opportunity for foreign nationals to engage in for-profit commercial enterprises which benefit the US economy and create jobs.² A basic tenet for international trade is an understanding about how to move people, money, and goods across international borders, issues about which World Trade Center Palm Beach has extensive expertise.

Guiding principles in the creation and maintenance of a trade and international business development system include:

- competitiveness as a central goal, not just exports;
- a focus on foreign market shares and strategic position, not just export numbers;
- promoting high-value-added services as well as manufactured goods; and
- information regarding business norms via case studies looking at best practices in China, Canada, Europe, Africa, Caribbean, and South America.

Our overall marketing framework, wherein the World Trade Center Palm Beach applies a holistic strategy to attain industry specific growth, combines effectively with the strategies and service mix attendant to a trade development system, e.g.:

- develop a peer government relationship with locations having similarities to Palm Beach County (wealth, ports, tourism, film, technology, environment) like Monaco, Venice, Capetown, Vancouver, Toronto, and Hong Kong;
- develop trade relationships and "areas of influence" with trading partners and global industries;
- encourage market research and development of new products to meet demand;
- provide services to small and medium-sized businesses to build export capacity;
- tailor assistance to the specific needs of the company;
- assist industry associations or groups of firms;
- provide clients with case management;
- engage foreigners as teachers, motivators, and partners; and
- consider foreign government contracts and major projects as well as private-sector buyers.

Eventually, success can be measured by the evidence of the outcomes, such as:

- measuring actual export deals over several years;
- monitoring changes in a firm's capacity ("export readiness");
- surveying exporters/importers;
- using opinion surveys to attribute success and track changes over time of the number of businesses from among the current 28,000 in Palm Beach County who have gone through the system to learn how to export/import.

The relationship of World Trade Center Palm Beach to Palm Beach County Government will be to make trade central. In relationship to private-sector institutions and clients, together we will endeavor to customize services by allowing clients to participate in service design; promote strong private-sector advisors to would-be importers and exporters; and bring the banking system into a dialogue about trade financing.³

² Section 101 [a] [15] [E] and Section 203 [b] [5] of the Immigration and Nationality Act

³ Source: Adapted from Carol Conway, *The International State*, 1996, p.103

The economic summit has been a great start to focusing attention on defining the role county government can play in promoting competitiveness in the global economy. The World Trade Center Palm Beach is prepared to assist the county in strengthening its mission by assisting it in:

- establishing annual legislative objectives around trade issues in Washington, D.C. (although trade policies are set at the national rather than the state level, they are likely to be of greater consequence for Florida counties and cities than for most other states);
- establishing Florida-Palm Beach County research alliances for interrelated trade;
- representing the county with state government and Enterprise Florida to make better use of international trade expertise that already resides here among federal, private and non-profit entities;
- coalescing a local consular corps presence; and
- creating a virtual "war room".

NOTE: The types of businesses listed in the Exporter/Importer database created as a part of the prior agreement will require different incentives and strategies than will large companies. Also, any information desired other than what is in the submitted database will require an official letter from the county. Any follow-up study should include businesses that fall within the \$500,000 - \$750,000 in annual revenue they would benefit from programs geared toward assisting small and medium size enterprise growth and development, both domestically and internationally.

Incidentally, there are limited competitive banking offerings within Palm Beach County to provide financial services related to exporting and importing (six companies expressed desire for low interest loans that would help in their exporting/importing needs, and less paper work loans).

In compiling the information for the Exporter/Importer database, 17 companies commented that they export their products from the Port of Miami or Port Everglades. Apparently, it is less costly to truck to those ports and ship than to use the Port of Palm Beach. Frequently mentioned was the higher cost of warehouse space and shipping costs associated with the Port of Palm Beach. Although 4 of the companies maintain their warehousing in the county, it is more affordable for them use port services based in Miami or Ft. Lauderdale. This information gives rise to assuring the quality and access to the logistics of transportation and to the suggestion that the County should create an inland port.

Lastly, the next generation database should convert SIC codes to the NACIS (North American Industry Classification System) codes which has replaced the SIC and are common to the US, Canada and Mexico.

The World Trade Center Palm Beach will continue to lead a collaboration with the Business Development Board, Port of Palm Beach, and the county's economic development office to identify key international businesses to complement domestic industry clusters. This proposal targets film and television and bioscience, but may also touch upon maritime (characterized by port related distribution hubs, and international and domestic traveling mega yachts) and equestrian (characterized by an expanded international investment).

2. **Centralized Repository of Information Regarding Real Estate Purchased by Foreigners:** There is no current data bank of real estate information specific to Palm Beach County. In an effort to develop strategies that address global interests, the county is left to rely upon extrapolations of data from studies conducted by state and national realtor associations and interest-related organizations. Even then, there is the absence of factual information about foreign investment in commercial real estate and businesses in the county.

We will charge the committee we have formed with the task of defining the attributes and data collection methodologies for a database in the future that will capture foreign investor/buyer activity in the realm of commercial, industrial, land, business and agricultural realty to accompany the existing data

regarding residential sales. The creation and maintenance of reliable data-capture will identify trends to assist the county to:

- Provide a more accurate trade system to guide local enterprises' expansion to fertile areas of the world;
- Provide more precise information to the county for consideration in operating its international strategies;
- Justify an international banking district; and
- Identify locales that have specific industry clusters that will be more accepting of expansion into the county.

The creation of this databank will be directed by a committee of stakeholders that include at least the county, Scripps Research Institute, Pratt and Whitney Aircraft, International Business Machine, and the Realtors Association of the Palm Beaches. Among information suggested to be collected via a yet-to-be-determined method or methods, are the following:

- Begin to monitor the sales volume and countries of origination of international buyers;
- Conduct a thorough review of one or more years of courthouse records/sales data;
- Create residential and commercial databases based on those records;
- Conduct a survey along with the county's commercial brokerage society; and
- Develop strategies/partnerships with private residential developers who are currently cultivating international broker/agent referral networks.

3. **Market to International Banking Interests:** The template for marketing international banking expanding to Palm Beach County contemplates an overall strategy that is designed to position a specific industry that is local and world class to become known globally and be world renowned. Teasing out an aspect that is related to banking can be summed up by the phrase "accessible trade financing". This really means that for local companies to have expanded access to financing for their business endeavors, a critical mass of business opportunities must surface that will attract bankers to the county. International banks make a market in funding industry sectors that are conducive to their peculiar objectives.

It is herein that the World Trade Center Palm Beach can assist the county. We propose to structure the "how and why" an international banking institution might see merit in establishing a local presence. Such satellite offices would infuse the area with industry specific funding from banks whose geographic home base would be suited to such deals.

Thus, the emergence of an "international finance district" will form in step with the banking consortium for business established by the county and with the emerging growth and development of bioscience, film and television, water technology, aviation, marine, equestrian, knowledge and electronic technologies, hospitality, agriculture, and aquaculture to name a few. The application of this principle can be demonstrated using the Film and Television industry as one example:

- Critical mass:
 - indicated by Film and Television Commission figures and industry statistics;
 - indicated by business tourism dollars as established by the bed tax;
 - recorded by the Tourist Development Council;
 - indicated by business incentive packages as crafted through the Business Development Board and the Economic Development Office;
 - indicated by the fact that there is year-round industry focus on County location and participation;
 - indicated by the fact that there is an international film festival to attract the across-the-board industry professionals from distributors to film makers to Palm Beach County; and

- indicated by the fact that there is the political will to support the establishment of governmental and regulatory infrastructure necessary for a thriving growth industry.
- Application of strategy:
 - identify international venture capital firms and international banking institutions as target opportunities to locate within Palm Beach County;
 - incentivize a Deutsche Bank so that they will step beyond wealth management and participate in the growth of the Film and Television Industry with an office location inside the banking district;
 - identify reasons for the international financing institutions to participate with local government and the industry leaders; and
 - develop an approach to these institutions and to their global decision makers.

NOTE: Perhaps lessons can be learned with regard to the development of "critical mass" by looking at our European counterparts. The European Cities Monitor (ECM), published annually by property consultant Cushman & Wakefield Healey & Baker, reports in its 2005 edition that London and Paris are by a long margin Europe's two top cities to locate a business, with Frankfurt in third place. The Spanish cities of Barcelona and Madrid are rising up the ranking to challenge the likes of Amsterdam and Brussels. Barcelona has overtaken Amsterdam to break into the top five, while Madrid closes up to form a leading group of seven cities.

One of the survey's authors said that Barcelona and Madrid had both energetically carried out strategic improvements to their cities over the past ten years - from updating their transport infrastructure to the education of the local workforce. In turn, this had raised the profile of these two leading cities as business centers.

Barcelona is also the city perceived as doing the most in Europe to improve itself as a business location, followed by Prague and Madrid. The survey adds that Prague, Madrid and Barcelona, together with Berlin, had risen faster up the ranking since ECM was first launched than any of the other locations. This goes to support the view that the more a city is perceived to promote itself, the more it will be perceived as a good business location.

The overall city ranking of ECM is compiled from individual city scorings on 12 different location-oriented factors. The interviewees were asked to rank the importance of each factor. They chose 'easy access to markets' as the most important factor. ECM reports: "Communication and transport factors continue to be very important, as well as the availability of qualified staff. Cost factors and quality of life issues are ranked behind these."

The key factors in deciding where to locate include:

- access to markets;
- the availability of qualified staff as the single most important factor;
- Communication factors remain very important;
- Cost factors come next, with cost of staff the most important of these; and
- Quality of life factors; and
- Access to suppliers, and presence of similar industries, are nominated as additional important factors when deciding where to locate.

London is the top rated city for the availability of qualified staff, for access to markets and international transport links, for telecommunications factors, and for languages spoken. **Paris** is top for transport within the city. **Dublin** again comes top for the climate created by government, **Warsaw** for the cost of staff, **Lisbon** for the value for money of offices, **Berlin** for the availability of offices, **Barcelona** for quality of life, and **Oslo** for freedom from pollution.

4. **Market to Bioscience Interests New to the USA:** World Trade Center Palm Beach proposes a programmatic approach to attract international bioscience/pharma to Palm Beach County. Please reference the 2005 2nd quarter progress report modification from us to you. Therein is contained those individuals we met in Germany and Switzerland relative to bioscience interests of the county. Those contacts, contacts made from the prior China trade mission, and the network of bioscience-related world trade centers, constitute the focus of energy for developing visits here for orientation programs created by World Trade Center Palm Beach and conducted jointly with the Business Development Board.

Now that the geographic location of the Scripps Research Institute and the bioscience overlay are settled, it is our intent to initiate conversations between us and an institution's business leaders and between our scientists and their lead scientists. We will focus on business attributes of the county and the scientists will focus on the environment for research and reinforce the notion that Palm Beach County is one of the most desirable places in the world to live, work and play.

Certainly, biotechnology/bioscience is a global economic thrust. In fact, if we look at Philadelphia, we will discover that over 50% of the bio-industry there hail from foreign countries. As part of our approach, we will document priority companies in key countries, for example, draw upon the experiences of world leaders in a given segment, such as Australia, New Zealand and Taiwan within BioAgriculture. It should be noted that Philadelphia has established itself as regional center⁴ under the immigration laws of the US and thus able to attract foreign investment capital.⁵

Another component of the program will be to make available a scientific research investigator to help market our location to foreign companies involved in Research and Development; travel to one or more international conventions, international science parks association annual meetings, and foreign-based research universities; participate in a Research and Development orientation; and to host meetings and tours of local facilities for those foreign representatives who travel here. The value of a scientist to scientist interrelationship will foster a clearer vision of bioscience in Florida.

⁴ A "regional center" is defined as any economic unit, public or private, which is involved with the promotion of economic growth, including increased export sales, improved regional productivity, job creation, or increased domestic capital investment.

⁵ Section 203 [b][5] of the Immigration and Nationality Act

DELIVERABLES**TOTAL = \$99,000**

DELIVERABLE	MEASURE	DATE	COST
A. Construct a Trade Development System by first implementing export/import curricula that provides training sessions to local businesses and, to the extent possible, in cooperation with local chambers of commerce			
1) Course catalog will be published evidencing Exporter/Importer non-certificate courses during the spring semester at the PBCC Boca and Gardens Campuses.	World Trade Center Palm Beach will design the courses and recruit 3 instructors and various guest speakers.	01/2007	\$25,000
2) World Trade Center Palm Beach will conduct bi-monthly export/import seminars.	Half-day programs will be scheduled in November, January, March, May, July, September.	11/2006	\$20,000
3) Provide technical assistance to the office of small business.	We will document the number of minority-owned businesses in the county and make contact to encourage their attendance at coursework and utilization of technical services. We will ask chambers of commerce to support and participate in the training of minority-owned businesses.	12/2006	\$9,000
B. (1) Update and maintain an Exporter/Importer database and (2) facilitate the established committee that will design a Real Estate Repository of Information Regarding Purchases by Foreigners			
1) Update and maintain an Exporter/Importer database.	Update existing database by adding companies with less than \$1M dollars per year in revenue.	03/2007	\$3,000
	Provide an annual report regarding the decline/growth of exports by industry and dollar volume.	09/2007	\$7,000
2) Facilitate the established committee that will design a Real Estate Repository of Information Regarding Purchases by Foreigners.	World Trade Center Palm Beach will chair and will facilitate the committee, setting forth its charge, and meet in the months of October, November, January, April, and August.	10/2006	\$15,000

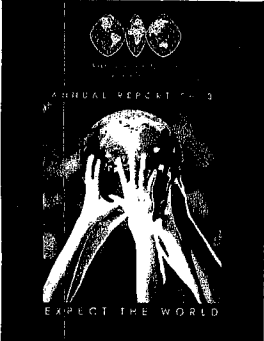
DELIVERABLE	MEASURE	DATE	COST
<p>C. Organize International Banking Interests With Whom We Have Held Initial Meetings (we have met with foreign banks that provide trade financing to the industries of Film and Television; Bioscience; Water; Marine; Aviation; Technology; Agriculture and Aquaculture – see prior summary reports)</p> <p><i>SPECIAL NOTE:</i> As a result of our knowledge, experience and membership on the FTC Board, we are convinced that an effective marketing campaign regarding this industry cluster can be mounted IF the elements related to the industry's growth, Film and Television Commission, Film Festival, Film Institute, BDB, EDO, TDC and WTC Palm Beach, participate in a retreat designed to:</p> <ol style="list-style-type: none"> 1. agree upon a common definition for the term "film marketplace"; and define the role and responsibility of each agency. 	<p>Construct and operate a county orientation program for 4 foreign banks of not more than 2-days duration in conjunction with the Palm Beach County Business Development Board.</p>	<p>02 and 04/2007</p>	<p>\$10,000</p>
<p>D. Organize Non USA-Based Bioscience Interests With Whom We Have Had Initial Contact (see prior summary reports)</p>	<p>Construct and operate a county orientation program of not more than 2-days duration in conjunction with the BDB for 3 non-US-based bio companies.</p>	<p>03 and 05/2007</p>	<p>\$10,000</p>
	<p>TOTAL</p>		<p>\$99,000</p>

CORPORATE HISTORY AND OVERVIEW

▪ **State of Florida Background**

- Over 160,000 Florida jobs depend on the export of manufactured goods and export related jobs pay higher wages than non-export related jobs
- Florida's exports have increased 64% to 24 billion dollars in the past ten years or so
- Florida accounts for 5.5% of the nations total services exports (education being primary)
- Foreign affiliated companies in the region today are 1040 in Miami Dade, 245 in Broward, and 101 in Palm Beach County. But Palm Beach County is on the move because in the past year this area had the highest percentage affiliated business growth
- Palm Beach County has 6% of Florida's 18,133 manufacturers, 5% of the 2,540 exporters and processes over \$1 billion in exports about 4% of Florida's \$34.5 billion overall. **So as you can see there is ample opportunity for local business growth and development**
- Palm Beach County can have a large role in the FTAA the world's largest free market with combined GDP of \$13 trillion in 34 countries and nearly 800 million consumers. Regardless of individual viewpoints, FTAA is here to stay, and if Miami is successful in landing the Secretariat, South Florida will become the Brussels of the western hemisphere.
- The five key areas of the FTAA negotiations include industrial goods, agriculture, services, investment, government procurement and consumer goods.
- Virtually every society in the world depends on business to prosper, and success in business for most countries means success in world business. Our world is increasingly competitive, with many regions working hard to increase their share of the marketplace.
- The successful regions in the future will be those with the most modern and effective facilities and services for the world of commerce. It is not surprising, then, that modern industrialized and industrializing nations all over the world have embraced the World Trade Center concept. It is a state-of-the-art version of the central marketplace concept that has served business so well almost since time began.

▪ World Trade Center Palm Beach Background

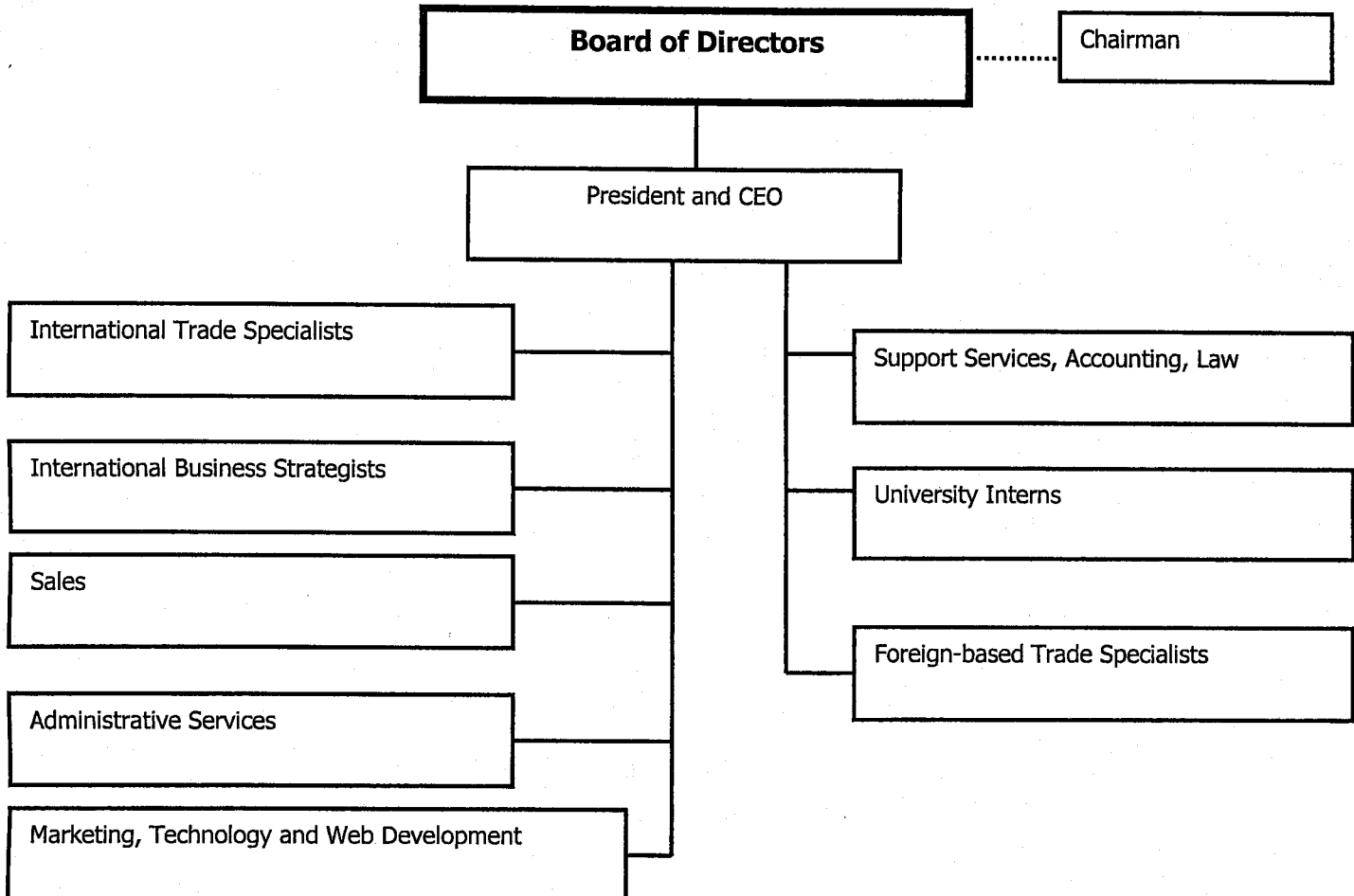


The World Trade Center Palm Beach operates independently as a licensed center and has become the lead entity on international trade issues. We focus on an area comprised of the counties of Palm Beach, Martin, St. Lucie, Indian River, Okeechobee and Hendry, with a written agreement to manage activities for the Fort Lauderdale world trade center. We offer to our members reciprocal agreements worldwide, access to facilities and services and in short assistance to companies and government to identify and compete for international business.

- Established in 1999, one of what are today about 278 trade center licenses in over 78 countries.
- WTC Palm Beach is a 501 [c](6) corporation registered in the state of Florida.
- Its mission is to add wealth and jobs in its economic region through international trade, export/import development, and allied activities. Its motto is "Peace and Stability Through Trade".
- A membership-based, non-profit economic development organization operating under a 25-person board of directors.
- The WTC Palm Beach offers a wide range of international trade promotion, educational, and legislative programs and services. Trade events are regularly targeted to over 6,000 individuals and their companies throughout South Florida and the Treasure Coast via e-mail, fax, and hard-copy announcements, flyers, and newsletters. Additional outreach is achieved through press releases, advertising, and its website www.wtcpalmbeach.com.
- We offer to our members reciprocal agreements worldwide, access to facilities and services and in short assistance to companies and government to identify and compete for international business.
- Last year we held more than 27 events designed to address topical issues for local businesses interested in expansion. By virtue of affiliation with us a business such as UEM Group in West Palm Beach, a multi-disciplined environmental services company specializing in providing turn-key design and construction services in water and wastewater for industries and municipalities, has immediate access to Sao Paulo, Beijing, the Caribbean and the countries of the European Union for example.
- We have hosted several economic development summits in Palm Beach County for various dignitaries and investors from foreign countries: Japan, Italy, Chile, Germany, Mexico, Argentina, Canada, Brazil, Uruguay and South Africa and organized trade delegations to Mexico, Argentina, Italy, Canada, St. Lucia, and Japan; participated in the Free Trade America Agreement meeting in Brazil; traveled with the governor on Enterprise Florida missions to Brazil and Costa Rica; and organized two dozen luncheon and dinner events for the Diplomatic Corp in West Palm Beach.
- We have created custom market research reports such as one for a Chinese-based US textile firm desiring identification of finished goods markets that match their criteria and western hemisphere cut and sew factories.

- We are proud of receiving the international business of the year award for 2003 from the International Business Council of South Florida in Fort Lauderdale, for having the founder recognized by CEO magazine as one of south Florida's 101 most influential people in international trade two years in a row, and for recognition by the US Department of Commerce as a significant contributor to our economic region. In fact, the US foreign commercial service brought its western hemisphere outlook conference and training program to Palm Beach County. This was the first time that an outside agency had been entrusted with the operation of the Outlook program.
- The law firm of Richard Lehman and Associates and the firm of RSM McGladrey are examples of local companies that have used our capabilities to pull together a program at which they are featured, such as *Money Beyond Borders*.
- World Trade Center Palm Beach and the Port of Palm Beach joined forces in 2005 to host the North American regional meeting of 54 world trade centers from the United States and Canada. The mid-week conference luncheon presented *The State of Florida Ports: Trade and Transportation* and was attended by 250 local business, government and community leaders.

World Trade Center Palm Beach Organizational Table



▪ **World Trade Center Palm Beach Board of Directors**

Randy Avon	President, Asia Pacific Development Corporation
Peter Bozetarnik	Managing Partner, RSM McGladrey
Lawrence Casey	PBC Staff, Congressman E. Clay Shaw
Jeffrey Codella	President, Blue Water Coastal International Properties, Inc
Nathaniel Harrington	P.I.O., Palm Beach County School District
Richard Lehman	Esquire, Richard Lehman and Associates
Chip Lubeck	Lubeck Real Estate and Realtors Association of the Palm Beaches
William Metzger	Executive Director, Film Institute
Anita Mitchell	President, The Mitchell Group
Edward Oppel	Commissioner, Port of Palm Beach
Fred Rustmann	Chairman, CTC International Group
Robert Sanders	Esquire, Greenburg Traurig
Brenton Schillenger	M.D.
Rudy Easterling	Regional Manager, United Parcel Service
Charles Teboul	European Representative/Consultant
William Wilkins	City Manager, Riviera Beach, FL
Alfred Zucaro	International Council of Advisors, LLC
Maria Zucaro	International Council of Advisors, LLC,

▪ **World Trade Center Palm Beach Leadership Team**

CHAIRMAN

ALFRED ZUCARO, an attorney practicing in immigration and nationality law since 1986. As Counsel to the law firm of Devore & Devore, P.A., West Palm Beach, Florida and London, England, he founded World Trade Center - Palm Beach in 1999. He served as its first President and acquired the World Trade Center license for Palm Beach County, the Treasure Coast and the Glades areas of Florida.

Mr. Zucaro served on the West Palm Beach City Commission 4/95 thru 11/02. His local initiatives were the economic development master plan, Brownfield development areas, Front Porch Florida, Business Incentive Districts, and support for City-Place, Annexation, and Commercial Incentive Districts (continues to call for a series of community charities to discuss the unwanted impacts of encroachment into residential neighborhoods). Among his economic initiatives internationally are Foreign Trade Zone Legislation, Increased import/export via the Port of Palm Beach, and Tourist development. Mr. Zucaro has hosted several economic development summits in West Palm Beach for various dignitaries and investors from foreign countries: Japan, Italy, Chile, Germany, Mexico, Argentina, Canada, Brazil, Uruguay and South Africa

Mr. Zucaro organized trade delegations to Mexico, Argentina, Italy, Canada, St. Lucia, and Japan; participated in the Free Trade America Agreement meeting in Brazil; traveled with the governor on Enterprise Florida missions to Brazil and Costa Rica; organized two dozen luncheon and dinner events for the Diplomatic Corp in West Palm Beach.

Education:

- Bachelor of Science degree in Economics - Fordham University in New York - 1983
- Juris Doctor degree - Nova Southeastern Law School in Fort Lauderdale, Florida 1993

President

LOUIS HADDAD, an innovative business executive, has extensive experience in the public and private sectors, key strengths in areas of organizational development, problem solving and operations improvement. Mr. Haddad serves as a consultant to boards of directors and is an effective negotiator and mediator. His leadership in education, healthcare and business has benefited Connecticut school districts where he served as teacher, principal and superintendent, and hospitals where he served as administrator/CEO. He served as the Palm Beach County Florida School District's chief negotiator and in the same capacity with the City of West Palm Beach. Mr. Haddad has authored publications centered about his envelope of skills, to include: education, learning, planning, media technologies, systems, management, marketing and organization.

Education:

- Bachelor of Science in English and Education from Eastern Connecticut State University, Willimantic, CT in 1969
- Master of Arts in Secondary Education from University of Connecticut, Storrs, CT in 1973
- Pre-Doctoral certification in Administration from the University of Connecticut, 1975
- Advanced Management Studies from Yale University, School of Management, New Haven, CT in 1988.

Barbara Fiedor oversees international market research/strategies, and foreign business/culture outlook intelligence. With more than 15 years of experience, Ms. Fiedor holds a Bachelor of Arts in International Studies/Political Science from the University of South Florida and a Master of International Affairs from the University of Miami. Her specializations include Regional Economic Models, Impact and Country Risk Analysis, International Finance, Credit Markets, Economics, Trade, and Management. She has spearheaded projects for the Florida International Affairs Commission, and the Small Business Administration, as well as her own company.

Kristian Weis oversees Brand Management, Marketing, Technology, and Web Development. Mr. Weis has over 20 years of experience with computers, more than a decade of professional experience in the Graphic Arts, and holds a bachelor degree in English. An accomplished illustrator, writer, and Flash programmer, Mr. Weis' broad technical and artistic background brings creative vision and strategy to the Management team. Mr. Weis has managed projects for such Fortune 500 companies as Audi, VW, Dunlop, Motorola, Schering-Plough, Exxon, and Disney, among others.

Anthony Russo oversees Market Entry, Trade Missions, Trade Development, and Education. Mr. Russo has a Bachelor degree in Marketing from Charleston Southern University and eight years of significant experience in marketing management, two of which were in the capacity of Education and Trade Services Manager with the South Carolina World Trade Center.

Julie E. Meyer oversees event marketing and management. Miss Meyer has produced shows from Hong Kong to Nova Scotia to Madrid and has events for many Fortune 500 companies and Consul Generals. As a Certified Special Event Professional, Julie holds an MBA and MA from Webster University in Saint Louis, Missouri and Geneva, Switzerland, and a BA in Communications from University of Missouri, Saint Louis.

APPENDIX A

The course/training opportunities will be available from the following sources:

- (1) PBCC Courses developed and presented by WTC Palm Beach
- (2) WTC Palm Beach Seminars
- (3) On-Line Export/Management Certificate Courses

**(1) Palm Beach Community College
South and North County Campus Locations**

Under The County Contract, World Trade Center Palm Beach is working with Palm Beach Community College to develop a non-credit curriculum and staff an International Trade Program. The proposed courses were selected based on current trends in open enrollment offerings for international trade. Our contacts at PBCC are:

Trina Wagnac
3000 Saint Lucie Avenue
Boca Raton, FL 33431
561/862-4735
wagnact@pbcc.edu

Yolanda Sneed
4200 Congress Avenue
Lake Worth, FL 33461
561/868-3214
sneedy@pbcc.edu

PROPOSED COURSE(S)	HOURS	DESCRIPTION	LOCATION	FEE/COURSE MATERIALS
Introduction to Import/Export	9 HRS	Overview of international trade. Topics such as business development, trade terminology and negotiation.	PBCC — PGA PBCC — BOCA (Port of Palm Beach)	TBD
Export Documentation Preparation	8 HRS	Overview of export process	PBCC — PGA PBCC — BOCA (Port of Palm Beach)	TBD
Import Entry Preparation	8 HRS	Overview of import process	PBCC — PGA PBCC — BOCA (Port of Palm Beach)	TBD

▶ **Course Title:** Introduction to Export/Import

Course Description:

This course will cover an overview of the export/import function to include: export/import policies-- national and international environment; government programs and incentives to promote exports; tariff systems; choosing export markets and analyzing exports and imports; developing an export program; setting up an export organization; export/import financing; export/import documentation; export pricing; packaging, shipping, traffic and insurance.

Course Objectives:

Provide beginning skills for area firms or individuals to begin or expand exporting

Attract new firms and individuals to international economic and business development activities

Who Should Attend:

Open to Everyone; Marketing & Sales Management And Staff; Import/Export Operations Personnel; Purchasing; Logistics; And Anyone With A Responsibility For Import/Export Functions

Course Outline:

Part 1: Organizing for Export/Import (Instructed by Commercial Service or Enterprise Florida)

Determining Organizational & Product Readiness For Export
Preparing Your Product For Export- Market Research & Assessing The Competition
Developing An Export/Import Strategy & Marketing Plan - Assessing Market Characteristics
Promoting Products In Target Markets
Factoring Logistics Into Strategic Planning
Market Penetration Considerations
Export/Import Management & Trading Companies
Assistance For Exporters/Importers
U.S. Export/Import Regulations Preview

Part 2: Building an Overseas Infrastructure (Instructed by an Exporter/Importer)

Identifying, Screening And Selecting Overseas Representation
Establishing An After Sales Service Network
Preparations For Travel

Part 3: Considerations For Managing International Sales Orders - (Instructed by a Banker)

Responding To International Sales Inquiries - Pricing, Quotations & Terms
Determining Shipping Costs In Preparing Quotations
Mechanisms For Getting Paid
Credit Insurance To Facilitate Open Account Sales
Financing Export Transactions

Part 4: International Logistics - (Instructed by Logistics Company; Freight Forwarder)

Importance Of A Logistics Partner
The Contract Of Carriage - Bills Of Lading; Airway Bills
Commodity Classification
Export Documentation
Export Compliance With Target Market Regulations
Proper Labeling & Packing
Freight Insurance

Part 5: Growing Your International Business - (Exporter/Importer)

Managing & Motivating Overseas Channels Of Distribution
Assessing And Managing Risk
Determining Viable Markets
Regional Opportunities And Challenges
The Next Step
In preparation for this course, students should conduct an on-line self assessment of readiness for exporting. Visit <http://www.cmtac.org/startup/eras/index.cfm>.

► **Course Title:** Export Documentation Preparation, Shipping and Insurance

Course Description:

This course identifies and explains all of the documents required for international shipping and how they impact your ability to efficiently move products around the globe. Experts provide in-depth review and real world examples.

Course Objectives:

Provide intermediate skills for area firms or individuals currently exporting and desirous of expanding. Attract new firms and individuals to international economic and business development activities.

Who Should Attend:

Open to Everyone; Personnel with Applicable Responsibilities

Course Outline:

1. Required Documents For International Shipping
2. How The Documentation Process Affects Payment And Customs Clearance
3. International Commercial Terms (Incoterms)

4. Export Administration Regulations And Red Flags
5. Classifying Your Merchandise Under The Harmonized Code
6. The Role Of A Freight Forwarder And The Importance Of Cargo Insurance
7. Developments In Documentation Simplification

► **Course Title:** Import Compliance

Course Description:

This course is designed to cover the key requirements for U.S. commercial importing, providing a broad overview as well as opportunities to discuss specific areas of interest.

Course Objectives:

Instill the basics of importing, including: the tracking of an import from inception to Customs Border Patrol liquidation; the rules and pitfalls of classification, valuation, country of origin; Customs Border Patrol challenges and inquiries; the right way to achieve duty deferral or avoidance; and valuation issue of "assists" . Attract new firms and individuals to international economic and business development activities.

Who Should Attend:

Open to Everyone; Personnel with Applicable Responsibilities

Course Outline:

1. **Introductions and Overview**
2. **Background**
 - a. Bureau of Customs & Border Protection
 - b. Role of Customs Brokers
 - c. Revenue/Tariffs
 - d. Border Protection
 - e. Duty Free
 - f. Qualifications
 - g. Procedures of Claim
 - h. Trade Statistics
 - i. Fraud/Smuggling
3. **The Entry Process**
 - a. Arrival of Shipment—Entry
 - b. Bonds
 - c. Cargo Examination and Release
 - d. Entry Summary
 - e. Common Types of Entries
 - f. Reconciliation
 - g. Liquidation/Reliquidation
4. **Classification**
 - a. Determines Duty Rate to be Paid
 - b. Harmonized Tariff Schedule of the U.S. ("HTSUS")
 1. Harmonized Commodity and Coding System ("HCCS")
 2. 6 Digit Code
 - c. Structure of HTSUS
 1. General Rules of Interpretation
 2. U.S. Rules of Interpretation
 - d. Goods Excepted from HTSUS
 - e. Tariff Items
 - f. Duty Rates
5. **Special Trade Programs**
 - a. NAFTA
 - b. Generalized System of Preferences(GSP)
 - c. Caribbean Basin Initiatives
 - d. American Goods Returned
6. **Customs Valuation**
 - a. Appraisement
 - b. Value Hierarchy
 - c. Price Actually Paid or Payable
 - d. Direct Versus Indirect Payments
 - e. Additions to Value
 - f. Subtractions from Value
 - g. Limitations on Use of Transactional Value
 - h. Deductive Value
 - i. Computed Value
7. **Country of Origin and Marking**
 - a. Determining "COO"
 - b. Marking Requirements
 - c. FTC Requirements
8. **Duty Minimization Programs**
 - a. Examples
 - b. Drawback
 - c. Foreign Trade Zones
 - d. Bonded Warehouses
 - e. Temporary Imports under Bonds
9. **Enforcement of Other Agencies' Requirements**
 - a. Anti-dumping Duties
 - b. Countervailing Duties
 - c. Department of State
 - d. Department of Commerce
 - e. FDA
10. **Quotas**
11. **Intellectual Property Rights—Border Enforcement**
12. **Customs Valuation—Additions to "Price Paid or Payable"**
 - a. Assists
 - b. Non-recurring Expenses
 - c. Packing Costs

- d. Sales Commissions vs. Buying Commissions
 - e. Royalties or License Fees
 - f. Subsequent Resale Proceeds
 - g. Supplemental Payments
- 13. Internal Controls**
- a. What Does Customs Want?
 - b. How Does Customs Decide Who is Trustworthy?
 - c. What are Internal Controls?
 - d. Where Can You Find the Rules?
 - e. How Can You Win the Game?
- 14. Post Entry Inquires/Challenges**
- a. The Phone Call—Informal Inquiries
 - b. Request for Information—CF-28
 - c. Notice of Action—CF-29
 - d. Rejected Entry
 - e. Seizures
 - f. Redelivery Notice
 - g. Liquidation with a Change
 - h. Liquidated Damages Notice
 - i. Prepenalty and Penalty Notices
 - j. Notice of Audit
 - k. Prior Disclosure
 - l. Stories and Lessons
- 15. Penalties**
- a. Section 1592
 - b. Seizure/Forfeiture
 - c. Penalty Procedures
 - d. Liquidated Damages
- 16. Prior Disclosures**
- 17. Record Keeping Requirements**
- a. Records that Must be Retained("(A)(1)(A)List")
 - b. Who Must Retain Records
 - c. How Long
- 18. Record Keeping Penalties**
- 19. The Focused Assessment in Detail**
- a. Who is a Candidate for a Customs Audit?
 - b. Types of Audits
 - c. Preparing for a FAP Review
 - d. What Happens in a FAP Review?
 - e. Where Does it Happen?
 - f. When Will it Happen to You?
 - g. What Can You Do to Prepare?
- 20. C-TPAT**
- a. Background
 - b. Requirements
 - c. Program Metrics
 - d. Should You Join?
- 21. New Customs Initiatives**
- a. Customs—Trade Partners Against Terrorism (C-TPAT)/Proposed Program Expansion
 - b. Importer Self Assessment (ISA)
 - c. Mandatory Advance Electronic Manifest Filing
 - d. Proposed AES Filer Licensing
 - e. Container Security Initiatives
 - f. Proposed Advance Notices to FDA Re: Imported Food
 - g. Customs Role in Homeland Security
 - h. Assessments of High Technology and "Questionable Need"

(2) WTC Palm Beach Seminars – Half Day, On-Site or Webinars
Selected Locations and Live or Webinar TBD and Scheduled in November, January, March, May, July, and September
The Import Process is a half-day program and the Export Process is a half-day program (some months the 2 programs may be combined into a full day, otherwise each part will be offered as half-day programs during different times of the same months)

Seminars/Courses will have a registration fee per student of \$75 for a half-day session and \$150 for a full-day session in the absence of county support to operate the classes. The county may opt to provide the classes at no cost to the local business attendees by paying a flat rate of \$3,500 for a half-day session or \$6,000 for a full-day session. Classes will be offered bi-monthly or more often depending upon demand. These courses can be offered on site at companies or be precursors to mentor assignments to company employees. Here are the topics:

Introduction
 Keys to Success

1. Education
2. Mentality
3. Common Misconceptions
4. Communication

Activity The International Supply Chain
 Getting Started

1. Laying the Foundation
 - A. Business Plan
 - B. Assess Demand
2. Research
 1. Identify the Product
 2. Identify the Market
 3. Identify the Competition
 4. Identify the Source
3. The Import Process
 1. The Market Entry Strategy
 - A. Assessing the Point of Entry
 - B. Product, Price, Promotion and Place
 - C. Long-term Projections
 2. Sourcing
 - A. Travel
 - B. Third Party Assistance
 - C. Secondary Source
 - D. Intellectual Property
 3. Negotiating the Deal
 - A. Terms of Sale
 - B. /Incoterms
 4. International Contracts
 - A. Arbitration
 - B. Conflict Resolution
 - C. Recourse
 5. Payments
 - A. Letter of Credit
 - B. Draft on Documents
 - C. Automatic Draft
 - D. Cash
 6. Documentation and Logistics
 - A. Modes
 - B. Freight Forwarders/NVOCC
 7. Incoterms Revisited
 8. Customs, Tariffs and Regulations
 - A. Role of a Custom House Broker
 - B. Tariff Assessment
 - C. Home Land Security
 9. Documentation
 10. Warehousing and Distribution
 - A. Location
 - B. Lead Time
 11. Foreign Trade Zones
4. The Export Process

1. The Market Entry Strategy
 - A. Assessing the Point of Entry-Develop an Introduction Strategy
 - B. Product, Price, Promotion and Place
 - C. Long-term Projections
 - D. Additional Research
 - E. Using an Agent other Intermediary
2. Lead Generation
 - A. Trade Shows
 - B. Trade Missions
 - C. Associations
 - D. Web Resources
3. Building a Marketing Strategy
 - A. Cultural Differences
 - B. Identifying the End User
4. International Contracts
 - A. Arbitration
 - B. Conflict Resolution
 - C. Recourse
5. Customs, Tariffs and Regulations
 - A. Role of a Custom House Broker
 - B. Tariff Assessment
 - C. Home Land Security
 - D. Documentation
6. Preparation and Shipping of the Goods
 - A. Packaging Requirements
 - B. Freight Forwarders
 - C. Foreign Trade Zones
7. Payments
 - A. Letter of Credit
 - B. Draft on Documents
 - C. Automatic Draft
 - D. Cash
8. Reconciling the Process

Individual or company consultation/mentoring/coaching 3-hours per week for 48 weeks will include:

- ▶ Creating a comprehensive export business plan
- ▶ Starting your own business as an export agent
- ▶ Preparing your organization and products for export
- ▶ Identifying your most profitable export markets
- ▶ Writing your own export marketing agreements
- ▶ Building a productive international sales network
- ▶ Pricing your products competitively in world markets
- ▶ Complying with U.S. export licensing requirements
- ▶ Shipping and receiving payment for your export sales
- ▶ Promoting your products inside your export markets
- ▶ Budgeting realistically for export sales and revenues
- ▶ Achieving maximum results from your overseas trips
- ▶ Selling your products worldwide through the Internet

It is anticipated that a seminar participant will travel at his/her own cost to at Least one Trade Mission or Trade Show

(3) ONLINE EXPORT/MANAGEMENT CERTIFICATE PROGRAM
It is recommended that the courses be studied in sequence

Course Titles:

IDENTIFYING YOUR EXPORT MARKETS

I. MAJOR BENEFITS OF EXPORTING

As an employee, present these benefits to top management to convince them to investigate exporting as a means of increasing company sales and profits. If you are an entrepreneur starting out as an export sales agent, include these benefits in your formal presentation to convince potential clients to use your services to introduce their products into world markets.

II. EVALUATE YOUR EXPORT READINESS:

A. Are Your Current Products Exportable?

1. Major reason why products fail in foreign markets
2. Key indicator of your product's export potential
3. Table: Determine Product Readiness For Export

B. Are Your Personnel Ready For Export?

1. Importance of continuous employee training
2. Two types of export experience
3. Table: Determine Personnel Readiness For Export

C. Is Your Company Ready For Export?

1. What organizational changes are needed?
2. Table: Determine Company Readiness For Export

III.

COMMON MISTAKES YOU MUST AVOID TO BE SUCCESSFUL:

Ten potentially costly errors that you want to avoid. Being aware of them before you launch your export marketing program could save your company or clients thousands of dollars!

IV.

THE TEN BIGGEST "DON'TS" OF EXPORTING:

Refer to this valuable list often and you will become a successful exporter much quicker.

SECURE EXPORT IDENTIFICATION NUMBERS:

- A. Harmonized System (HS) Number
 1. Purpose and Use
 2. How to determine the HS Number for your product
- B. Export Control Classification Number (ECCN)
 1. Purpose and Use
 2. How to determine the ECCN Number for your product

CONDUCT INTERNATIONAL MARKET RESEARCH:

- A. Primary Market Research Methods
- B. Secondary Market Research Techniques
- C. Sources of Export Market Information:
 1. Governmental sources
 2. Non-governmental sources
 3. Other sources available on the Internet

SELECT YOUR MOST PROFITABLE EXPORT MARKETS:

- A. List: Checklist for Evaluating Potential Export Markets
- B. Reduce your potential export markets to twelve countries
- C. Select your initial six export target markets for initial penetration

HARMONIZED PRODUCT STANDARDS:

- A. ISO 9000 Product Standards Series
- B. U. S. Product Standards Organizations
- C. International Product Standards Organizations

INTERNATIONAL TRADE AGREEMENTS:

- A. North American Free Trade Agreement (NAFTA)
- B. Free Trade Area of the Americas (FTAA)
- C. Western Hemisphere Regional Trade Pacts
- D. World Trade Organization (WTO)
- E. European Union (EU)
- F. East and Central Asian Markets (APEC and ASEAN)
- G. Association of Southeast Asian Nations (ASEAN)

Locating Your Export Sales Representatives

I. FACTORS THAT WILL DETERMINE THE TYPES OF EXPORT SALES REPRESENTATIVES YOU WILL NEED:

- A. What *financial risks* are you willing to take in future export transactions?
- B. How much *control* over the sale of your products do you want to retain?
- C. Do you want representatives to *take physical possession and title to goods*?

II. TYPES OF EXPORT SALES REPRESENTATIVES THAT YOU CAN USE:

- A. Commission Export Sales Agents (CESA):
 - 1. Definition and characteristics of a CESA
 - 2. *Table: Services Provided and Not Provided by a CESA*
 - 3. *Flow Chart: Complete Export Transaction Using a CESA*
 - 4. *Illustration: Price Quotation/Proforma Invoice Using a CESA*
- B. Export Management Company (EMC) or Export Trading Company (ETC):
 - 1. Definitions and characteristics of an EMC and an ETC
 - 2. *Table: Services Provided and Not Provided by an EMC or an ETC*
 - 3. *Flow Chart: Complete Export Transaction Using an EMC or an ETC*
 - 4. *Illustration: Price Quotation/Proforma Invoice Using an EMC or an ETC*
- C. Full Stocking Distributor (FSD):
 - 1. Definition and characteristics of a FSD
 - 2. *Table: Services Provided and Not Provided by a FSD*
 - 3. *Flow Chart: Complete Export Transaction Using a FSD*
 - 4. *Illustration: Price Quotation/Proforma Invoice Using a FSD*
- D. What Marketing Responsibilities are involved in exporting?
 - 1. *Summary Table: Marketing Functions to be Considered in Selecting Your Export Sales Representatives*

III. ESTABLISH YOUR EXPORT PRICING POLICIES:

IV. SELECT YOUR EXPORT SALES REPRESENTATIVES:

- A. Conduct an international market research program to identify candidates using:
 - 2. Governmental sources of information
 - 3. Non-Governmental sources of information
 - 4. Other resources available on the Internet
 - 5. Use information secured in previous course "Identifying Your Export Markets"
- B. Contact up to six preliminary candidates that appear to have the best qualifications:
 - 1. *List: Guidelines for Effective International*
- C. Analyze responses and select the three best candidates for final evaluation:
 - 1. *List: Checklist for Evaluating Potential Export Sales Reps*
 - 2. *Illustrations: Samples of Letters to Potential Export Sales Reps*
- D. Interview and evaluate the final three candidates:
 - 1. Prepare for the interviews and take along important reference information.
 - 2. Important questions to ask and *topics to avoid* during personal interviews.
 - 3. Visit their facilities to observe their organization and personnel firsthand.
- E. Appoint an export sales representatives for each of your target markets:
 - 1. Select the best candidate. Advise them that you would like to work with them.
 - 2. Sign the representation contract as soon as possible after the final interview.
 - 3. Thank each unsuccessful candidate *in writing* for their time and cooperation.
 - 4. Make it a firm policy to visit *each* export sales representative regularly.

Pricing Your Products and Budgeting for Export

I. PRICING YOUR PRODUCTS COMPETITIVELY FOR EXPORT:

A. Allocate Actual Costs to Your Export Prices:

- 1. Exclude certain costs that you have already included in your domestic price, i.e., indirect

manufacturing overhead, general and administrative expenses (G & A) and U. S. marketing costs.

B. Five Basic Export Pricing Methods:

1. "U. S. Standard Ex Works Price" Method:
 - a. *Flow Chart:* Profit Analysis and Projected Market Performance
2. "U. S. Standard Ex Works Price Plus Export Costs" Method:
 - a. *Flow Chart:* Profit Analysis and Projected Market Performance
3. "G & A Overhead and Discounted Profit Margin" Method:
 - a. *Flow Chart:* Profit Analysis and Projected Market Performance
4. "G & A Overhead Without Profit Margin" Method:
 - a. *Flow Chart:* Profit Analysis and Projected Market Performance
5. "Floor Price Without G & A Overhead Method (Marginal Costing)":
 - a. *Flow Chart:* Profit Analysis and Projected Market Performance

C. Export Pricing Flow Charts:

1. Three flow charts detailing the costs to move goods from the exporter's facility to the final customer (end-user) in the foreign market.

a. *Flow Chart #1:* Costs to Produce and Move Product from the Exporter's Facility Through the U. S. Port of Export to the Foreign Port of Import

b. *Flow Chart #2:* Costs To Move Product from the Foreign Port of Import to the Final Customer in the Foreign Market

c. *Summary Chart #3:* Accumulated Cost to Produce and Deliver Product to the Final Customer in the Foreign Market.

II. SEVEN MARKET ENTRY PRICING STRATEGIES:

- A. Exploiting the Market: Highest profit margin for as long as possible. Then leave when profits decline.
- B. High-Quality Pricing: Systematic development of market with excellent products and customer service.
- C. Life-Cycle Pricing: Coordination of prices and profit margins to the anticipated life cycle of the product
- D. Sharing the Market: Setting prices that will not create a competitive imbalance in the local market.
- E. Matching Competitive Prices: Maintaining margins to meet competitive prices in the market.
- F. Developing the Market: Systematic market development with competitive prices over period of time.
- G. Buying the Market: Disposal of excess or obsolete products at very low prices as quickly as possible.

III. DETERMINE YOUR STANDARD EXPORT EX WORKS PRICE AND PRE- TAX PROFIT MARGIN:

A. *Flow Chart:* Worksheet to Determine Your Standard Export Ex Works Price and Pre-Tax Profit Margin

1. Includes your production cost, U. S. marketing costs, incremental export costs, gross export ex works price *before* discounts and sales commissions have been deducted, and net export ex works price *after* discounts and sales commissions (and all other price concessions) have been deducted from the export price.

IV. CREATE YOUR OWN INTERNATIONAL PRICE SHEET:

A. *Illustration:* Sample of an Export Ex Works International Price

1. Includes product models/part numbers, product descriptions, ex works price and price expiration dates. Does not include costs to ship the goods from your facility. Also excludes payment terms and conditions because they will be provided later in the price quotation/proforma invoice.

V. FIVE-YEAR EXPORT FORECAST:

A. *Table:* Sample Five-Year Export Sales Forecast

1. Breaks down five-year sales projections into territories, delivery dates of first orders and individual/cumulative annual sales volumes over a five-year period.

VI. FIVE-YEAR EXPORT BUDGET:

A. *Table:* Sample Five-Year Export Budget

1. Item-by-Item analysis of the 23 major categories and 30 sub-categories included in an accurate and complete Five-Year Export Budget. Will assist you in determining your total export administration expenses, incremental costs to export, and annual and cumulative profit/(loss) *before* income taxes.

Writing Your Export Marketing Agreements:

I. MAJOR PROVISIONS OF AN EXPORT MARKETING AGREEMENT:

A. Identification of Parties to the Agreement

B. Effective Date of the Agreement

C. Termination of the Agreement:

1. *Items covered:* Termination on a specific date, termination upon written notice, and termination "for cause".

D. Sales Territory, Products and Restrictions:

1. *Items covered:* Country or geographical area, and sole and exclusive rights.

E. Identification of Products

F. Types of Sales Excluded from the Agreement:

1. *Items covered:* House accounts, Original Equipment Manufacturers (OEMs), and will you allow the sale of competitive or complementary products?

G. Pricing of Products:

1. *Items covered:* Currency and prices quoted in agreement, sales commission and discounts, notification of price changes, order acceptance, shipping and delivery of merchandise, and penalties for late delivery.

H. Payment Terms

I. Inventory Stocking Requirements:

1. *Items covered:* Stocking requirements for spare parts and components, minimum size of orders, and repurchase of slow moving items.

J. Warranty Agreement:

1. *Items covered:* Warranty period, place of warranty work, products covered, improper use, outside suppliers, inventory maintenance, design changes, advice of warranty, assignment of warranty, hold harmless clause, and force majeure.

K. After-Sale Service

L. Emergency Trips by Service Representatives:

1. *Items covered:* Sufficient advance notice, length of stay in territory, payment of expenses for emergency trips, and special treatment for new representatives.

M. Training Programs for Export Sales Representatives

N. Information to be Provided by Parties to the Agreement:

1. *Items covered:* *Sales projections, competitive activities reports, political climate reports and provision of contact information on customers within export markets.*

O. Force Majeure

P. "Hold Harmless" Statement

Q. Settlement of Disputes

R. Cancellation of All Previous Agreements and Assignment of Agreement.

II. REVIEW AND LEGAL APPROVAL OF THE AGREEMENT:

A. Questions to ask yourself about the export marketing agreement.

B. Is the agreement mutually beneficial to both parties?

C. Would *you* sign the agreement if you were the export sales representative?

D. Present the agreement to a qualified international attorney for final approval.

III. SAMPLE EXPORT MARKETING AGREEMENTS:

A. *Sample Contract:* Distributor Agreement

Used when: Representative takes title and physical possession of goods.

B. *Sample Contract:* Agency Agreement

Used when: Representative does *not* take title and physical possession of goods.

C. *Sample Contract:* Consignment Agreement

Used when: Goods are shipped to the export sales representative without prior payment so that they will be available for immediate delivery to the customer - after which the agent pays the exporter.

D. *Sample Contract:* Product Warranty Agreement

E. *Sample Contract:* Confidentiality Agreement

Shipping Your Products Overseas:

I. DUTIES OF A FOREIGN FREIGHT FORWARDER:

A. Normal Functions and Responsibilities:

1. As your agent, arranges shipment of your goods to a specified foreign location.
2. Arranges for cargo insurance and advises you of required marking and labeling.
3. Prepares and examines shipping documents for accuracy and completeness.
4. Distributes shipping documents and, if requested, arranges for payment at bank.
5. Clears your import shipments through U. S. Customs (as Customhouse Broker).

II. EVALUATING AND SELECTING YOUR FOREIGN FREIGHT FORWARDER:

- A. Location of their nearest office
 - B. Branches and affiliates in the United States
 - C. Branches and affiliates in Your Export Markets
 - D. Are They a Full Service Forwarder? Can they provide the following services?
 - 1. *Items covered:* Ocean freight, air freight, consolidation, banking and ability to process foreign imported goods on your behalf (as a Customhouse Broker).
 - E. Will they extend credit terms?
 - F. Operating hours
 - G. Customer references
 - H. Sources of information on Foreign Freight Forwarders
 - I. *Illustration:* Checklist for Evaluating Potential Forwarders
- III. FOREIGN TRADE TERMS (INCOTERMS) - RESPONSIBILITIES OF SELLER AND BUYER:
- A. *Flow Chart:* Breakdown Dividing Responsibilities and Charges Between the Seller (Exporter) and the Buyer (Importer)
- IV. MAJOR INTERNATIONAL SHIPPING DOCUMENTS:
- A. Sample documents, who normally completes them, and how they are used:
 - 1. Shipper's Letter of Instructions
 - 2. Commercial Invoice
 - 3. Packing List
 - 4. Shipper's Export Declaration (SED)
 - 5. Pre-Inspection Certificate (PIC)
 - 6. Certificate of Insurance
 - 7. Certificate of Origin
 - 8. Consular Invoice
 - 9. Dock Receipt
 - 10. Ocean Bill of Lading
 - 11. Air Waybill of Lading
 - 12. Apostille (International Notarization)
- V. SECURE AN EXPORT LICENSE:
- A. U.S. Export Administration Regulations (EAR)
 - B. U.S. Economic and Trade Sanctions
 - C. U.S. Anti-Boycott Laws and Foreign Corrupt Practices Act
- VI. FOREIGN IMPORT DUTIES AND TAXES:
- A. How to calculate landed cost including import duties and taxes.

Receiving Payment For Your Export Sales:

- I. FACTORS TO BE CONSIDERED IN DETERMINING THE METHODS OF EXPORT PAYMENT YOU WILL ACCEPT:
- A. What is the competitive situation in individual export markets?
 - B. Does your profit margin justify extending credit or should you raise prices?
 - C. How will deferred payments affect your cash flow and day-to-day operations?
 - D. What is the stability and financial risk involved in dealing with each country?
- II. METHODS OF PAYMENT FOR YOUR EXPORT SALES:
- A. Cash in Advance of Shipment:
 - 1. *Transaction Flow Chart:* Cash in Advance of Shipment
 - B. Letter of Credit (L/C):
 - 1. Parties involved in a letter of credit transaction
 - 2. Advised, confirmed and irrevocable letters of credit
 - 3. *List:* Exporter's Checklist for Analyzing Letters of Credit
 - 4. Amendments and correction of discrepancies in letters of credit
 - 5. Common discrepancies in letters of credit received by banks
 - 6. *Transaction Flow Chart:* Payment by Sight Draft with Letter of Credit
 - 7. *Transaction Flow Chart:* Payment by Time Draft with Letter of Credit
 - 8. *Example of:* Transferable Letter of Credit
 - 9. *Example of:* Assignment of Proceeds Letter of Credit
 - 10. *Example of:* Back-To-Back Letter of Credit
 - 11. *Example of:* Red Clause Letter of Credit
 - 12. *Example of:* Revolving Letter of Credit
 - 13. *Example of:* Standby Letters of Credit
 - C. Collections (without the use of a letter of credit):
 - 1. *Transaction Flow Chart:* Documents Against Payment (D/P) by Sight Draft
 - 2. *Transaction Flow Chart:* Documents Against Payment (D/P) by Time Draft
 - D. Open Account:
 - 1. *Transaction Flow Chart:* Consignment of Goods
 - E. Consignment of Goods:
 - 1. *Transaction Flow Chart:* Consignment of Goods

III. HEDGING AGAINST FOREIGN CURRENCIES

A. Example of: Hedging of an Export Transaction (Open Account)

IV. FINANCING OR SELLING EXPORT ACCOUNTS RECEIVABLE:

A. Example of Direct Financing of Accounts Receivable

B. Example of: Factoring of Accounts Receivable

C. Example of: Forfeiting of Accounts Receivable

V. BARTER OR COUNTERTRADE:

A. Barter:

B. Countertrade:

1. Compensation Transaction

2. Counterpurchase

3. Offset

4. Product Buyback

FINAL EXAMINATION: Certificate in Export Management:

No charge after completion of all six courses

Tuition fees to earn a **Certificate in Export Management:**

Individual Course Option: If you register for courses individually at \$195.00 each: \$1,170.00

Complete Package Option: If you prepay for all six courses initially, or you order one course and prepay \$680.00 for the remaining five courses within 30 days, you will receive the following bonuses: **25% discount of \$295.00** from the individual course option of \$1,170, and **free copy (CD-Rom version)** of the Export Sales & Marketing Manual (\$295.00 value) **\$875.00**

APPENDIX B

County Sponsored Program

See Appendix B for a complete break-down of the county's proposed supplemental costs and activities if it opts to sponsor the training as described.

Purpose:

The county-sponsored program is to first educate and then facilitate trade activity in the Palm Beach County Area.

Scope of Work:

Length of Project: One Year

Project Summary:

1-2 Months

Company Recruitment

Organizing Training Event

Set Dates/Speakers/Location

3 Months

Initial Meeting-2 Day Seminar in Palm Beach

Initial Follow-Up and One on Ones

4-12 Months

Monthly On-Site Visits to Assess Progress

Online Threads/Blogs/Instant Messaging set up with Live Support 3 Hours Weekly Between Visits

Results will be reported on a quarterly basis to ensure that the desired results are being achieved.

Total Cost* of Training (based on 20 Companies-Includes Presentation Expenses and an on-line help desk offering live support 3 hours per week): **\$95,000**

** Cost does not include Presenters' Travel, Event Costs, Room Rental, Food or any other costs associated with the event that are not directly related to the actual recruitment or execution of the training.*

APPENDIX C

Justification For The Proposed Course Offerings Versus Other International Trade Education Or Training

The 97th Congress of the United States passed the EXPORT TRADING COMPANY ACT OF 1982 to encourage exports by facilitating the formation and operation of export trading companies, export trade associations, and the expansion of export trade services generally.

It is our purpose to assist the county in the creation, operation and maintenance of necessary infrastructure to increase exports of products and services in the county by encouraging more efficient provisions of export trade services to producers and suppliers, by establishing a step-by-step trade development system, promote the formation of export trade associations and export trading companies, and by attracting international financing sources to invest in local export trading companies.

The education/training opportunities that are being offered herein reflect on a local level what the federal government has long realized to be an important contributing factor in the economic growth and strength of the country. It is no less true for Palm Beach County. The county has an obligation to support and grow the business community. Import and Export Education is a vital and basic step in meeting that commitment. Florida's place in the global stream as reported by Enterprise Florida states:

Florida's International Trade⁶

Indicator	Value	Period	Change from Previous Period	Change from Year Earlier
Total Merchandise Trade (millions)	\$25,729.0	Q1 2006	-4.7%	22.2%
Merchandise Exports (millions)	\$12,387.0	Q1 2006	-0.6%	27.6%
Merchandise Imports (millions)	\$13,342.0	Q1 2006	-8.3%	17.6%
Florida-Origin Exports (millions)	\$9,134.2	Q1 2006	4.9%	14.3%
Services Exports (millions)	\$5,507.4	Q1 2006	1.9%	8.4%

Florida Facts:

Compared with the other U.S. states, Florida:

- Is the nation's **4th most** populous state (*Census, 2006*)
- Has the **4th** largest labor force, and the **7th lowest** unemployment rate (*BLS, 2006*)
- Has the **4th highest** number of business establishments (*BLS, 2005*)
- Has the **4th largest** Gross State Product, making it the **8th largest** economy in the western hemisphere, and the **19th largest** economy in the world (*BEA, 2006*)
- Ranks **4th** in total employment in high-tech industries (*AeA Cyberstates, 2006*)
- Is the **9th largest** producer of exported goods (*WISER, 2003*)
- Is the **9th largest** recipient of Foreign Direct Investment (*BEA, 2003*)

We believe that in Palm Beach County:

(1) exports and imports growth will be responsible for creating and maintaining new high skill high paying jobs;

(2) the rapidly growing service-related industries offer the greatest potential for significantly increased industrial trade involving finished products;

(3) hundreds of small- and medium-sized businesses produce exportable goods or services but do not engage in exporting;

(4) although the county is a leading agricultural exporting nation, many farm products are not marketed as widely and effectively abroad as they could be;

(5) export trade services in the County are fragmented into a multitude of separate functions, and companies attempting to offer export trade services lack financial and educational leverage to reach a significant number of potential foreign buyers;

⁶ Source: Enterprise Florida, Inc.

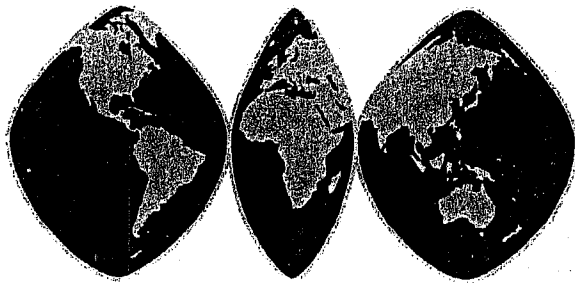
Primary Data: Various standard published government and non-government sources

- (7) the development of a trade system in the county has been hampered by business attitudes and by government regulations;
- (9) The County's support of a trade development system which will initiate, facilitate, or expand exports of goods and services can be an important source for expansion of total County exports, as well as for experimentation in the development of innovative export programs keyed to local, State, and regional economic needs;
- (10) if local businesses are to be successful in promoting local exports and in competing with foreign trading companies, they should be able to draw on the resources, expertise, and knowledge of the Export/Import community and World Trade Center Palm Beach; and
- (11) education and training will facilitate the export of local finished products.

DEFINITIONS

- (1) the term "export trade" means trade or commerce in goods or services produced in the United States which are exported, or in the course of being exported, from the United States to any other country;
- (2) the term "services" includes, but is not limited to, accounting, amusement, architectural, automatic data processing, business, communications, construction franchising and licensing, consulting, engineering, financial, insurance, legal, management, repair, tourism, training, and transportation services;
- (3) the term "export trade services" includes, but is not, limited to, consulting, international market research, advertising, marketing, insurance, product research and design, legal assistance, transportation, including trade documentation and freight forwarding, communication and processing off foreign order to and for exporters and foreign purchasers, warehousing, foreign exchange, finance, and taking title to goods, when provided in order to facilitate the export of goods or services produced in the United States;
- (4) the term "export trading company" means a person, partnership, association, or similar organization, whether operated for profit or as a nonprofit organization, which does business under the laws of the United States or any State and which is organized and operated principally for proposed of --
- (A) exporting goods or services produced in the United States; or
 - (B) facilitating the exportation of goods or services produced in the United States by unaffiliated persons by providing one or more export trade services

The educational opportunities suggested in our proposal are considered to be world trade center worldwide standard products. Formats and methodologies may vary. WTC Palm Beach will endeavor to work with cable channels 18, 19 and 20 for the purpose of offering instructional content that does not conflict with any tuition courses or seminars. Televised content will be made suitable to a general audience of viewers who heretofore have not considered any aspect of international trade and/or a global economy.



World Trade Center
Palm Beach

09-29-06P03:07 RCVD

FINAL REPORT ((SEPTEMBER 29, 2006)

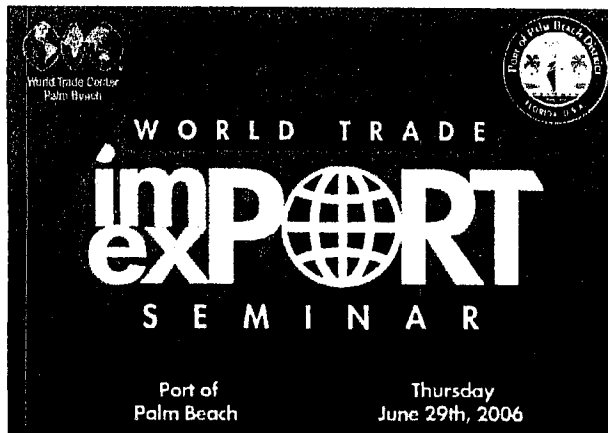
Trade Development System

a) Review and recommend a <i>Trade Development System</i> "educational curriculum" for Palm Beach County companies.	a) Report on recommendations for a business education "Trade Development System curriculum."
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We met this deliverable.

The course curricula we have recommended are considered to be world trade center worldwide standard products (see Appendix A). Formats and methodologies may vary. We have recommended that World Trade Center Palm Beach provide technical assistance to businesses who have availed themselves of the opportunity to grow their knowledge and skill through one or more of the course tracks that have been recommended. Course tracks have been recommended in three structures: a) non-certificate college classes; b) certificate and non-certificate seminars; and c) on-line courses.

The following educational program was conducted:



Import/Export Seminar Attendee List

Last Name	First Name	Title	BDB Company	City
Hines	Gary	Sr. VP, Administration	BDB	
Avon	Randy	WTCPB Board Member		
Berman	Gordon			
Bernadel	Joseph	President	CETHA	
Blanda	Laura	President	Agycon, Inc.	
Bonetti	Thomas	President	GlobalTech Ventures Intl.	Delray Bch
Brown	John	Relationship Manager	Regions Bank	
Brown	Perry	Managing Executive	Northern Trust Bank	
Craig	Steve	VP, Business & Econ. Development	Workforce Alliance	
Daniel	Greg	VP, Corporate Banking	CommerceBank	
Davis	Spencer	Vice President	Colonial Bank	
Disbury	Lee	President	Coral Steel	
Gomez	Clara	VP, Marketing & Public Relations	Total Translations, Inc.	
Englehardt	Joel	Editor	Palm Beach Post	
Elliott	Gayle	Agent	Prudential Realty	Boca
Finnegan	Ytonna	VP, Intl. Programs	Realtors Assoc. Palm Beach	
Freire	Miguel		Allyn Intl. Services	
Hartl	Jerome	Vice President	Regions Bank	
Jaskolka	Tom	SVP, Global Trade & Supply	Bank of America	
Johns	Kevin	Dir., Economic Development	Palm Beach County	
Knight	Terri		Marine Safety Systems	
Kotkowski	Doron	Customs Manager	Jarden Corp.	
Magaw	Becky	VP, Business Development	BDB, Palm Bch. County	
Makila	Peter	Honorary Consul General	Consulate of Finland	
Mason	Frank	CEO	Bonnie Tile	
Martin	Donna	Custom's Administrator	Tyco Fire & Security	
Mead	Breion	Econ. Devept. Analyst	St. Lucie County	
Meister	Emerson	PurchasingManager	Bonnie Tile	
Montero	Carlos		Business Link	Tampa
Montero	Cinthia		Business Link	Tampa
Papp	Laszlo	Agent	Keller Williams Realty	
Prens	Xavier	Consul for Netherlands Antillean Affairs	Consulate General Netherlands	
Ramkissoon	Paul	COO	Cynfyn Solutions, Inc.	
Sanger	Melody	Clinical Director	Drug Study Institute	
Schnurman	Nathan	Manager	US Health Group	Wellington
Spragins	Linda	President	LS Consulting, Inc.	
Storkerson	Chris	V.P., Wealth Strategist	Northern Trust Bank	
Torres	Hector	Agent	Continental Properties	
Velez	Patty	Sales Representative	Bonnie Tile	
vonUnruh	Greta	Executive Director	EDRI	
Warner	Arthur	General Agent	Coface North America	
			Megrame US. Windows & Doors	
Warner	Jack	CEO		
Smejkal	Andrew	Gaent Gaent		

Sandler	Lee	Founding Partner	Sandler, Travis & Rosenberg
Presenters			
Feldman	Lenny	Associate	Sandler, Travis & Rosenberg
Watterworth	Jerry	VP, Intl. Trade Finance Group	Regions Bank
Davis	Mike	Dir. Of Planning & Operations	Port of Palm Beach
Johnson	Floyd	Exec. Dir.	Riviera Beach, CRA
WTCPB			
Zucaro	Al	Chairman	
Haddad	Lou	President	
Fiedor	Barbara	Sr. Intl. Trade Specialist	
Stalson	Robyn	Sales Director	
Port of Palm Beach			
Baer	Lori	Executive Director	
Schillig	Lisa	Business Development Coordinator	
Lee	Stephanie	Community & Public Relations	
Baker	Carl	Special Assistant to Port Director	
Gould	Jarra	Dir. of Business Development	
Tremsky	Andy	Sales Rep., Sunny Morning Foods	
Taylor	Priscilla	State Representative	
Hubbard	Lynn		

b) Update and maintain a sustainable Exporter/ Importer Database.

b) Provide the updated exporter/importer database.

We met this deliverable.

We matched the existing 329 companies database against latest information to update the current contact information. 20 companies have dropped off the list due to going out of business, or consolidating out of state, or remaining in business but no longer exporting or importing. 25 companies are newly added. These companies each produce an annual revenue of \$1M or greater. A CD containing the Access and Excel Databases is included herein as well as a printout of the Excel spreadsheet (see Appendix B).

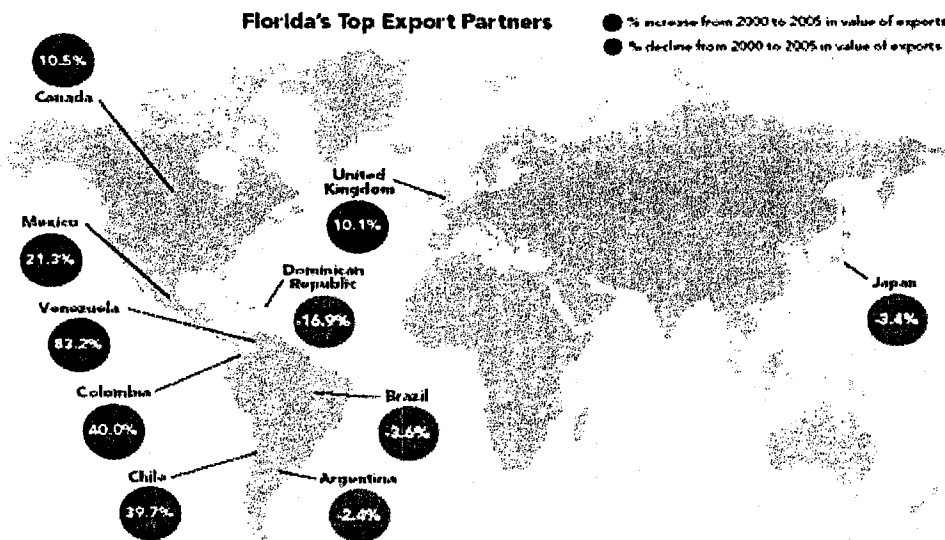
David Villano in the September 2006 edition of *Florida Trend* reports:

"Florida's exporters are riding a powerful wave of growth fueled by a weak dollar coupled with economic stability in Latin America. The state's foreign exports jumped 34% between 2003 and 2005. Similar growth is expected this year. ...

Florida's key exports include computers, electronics products and transportation equipment. Brazil, Canada, Venezuela and Mexico remain our top foreign markets. Despite some consolidation within the state's international trade sector, small niche exporters are thriving. Small firms often succeed because they focus on a single export item to a single country. ...

Latin America's appetite for U.S. goods should remain strong this year as the region's own exports principally commodities and raw materials help stabilize currencies and put cash into consumers' pockets. The impact of CAFTA (Central American Free Trade Agreement) once a few kinks are ironed out also will be felt. The good news for Florida's exporters is that the year ahead will be another one of economic growth for its trading partners, says Terry McCoy, director of the University of Florida's Latin American Business Environment Program.

Political uncertainties in Mexico and to a greater extent in Venezuela remain a cloud on the state's foreign trade horizon, adds McCoy. Flush with oil revenue, Venezuela is on a buying spree. Florida's exports to Venezuela jumped nearly 40% in 2005 alone to more than \$2 billion, about 6% of the state's total. Whatever happens with Chavez will certainly be felt in Florida, says McCoy."



<p>c) Recruit Steering Committee membership to expand the "real estate" repository of information regarding purchases by foreign investors, documenting and utilizing the trend of foreign investment in Palm Beach County for further use in attracting private capital and international lenders.</p>	<p>c) Provide a list of members recruited for the Steering Committee. Provide data collected on real estate purchases by foreign investors, and an analysis of the trend of foreign real estate investment in Palm Beach County.</p>
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We met this deliverable.

Data was collected on residential real estate transactions by foreign buyers and the countries from which they come and was reported prior. Methodology and types of data for the collection of information on commercial, business, land, industrial and agricultural sales to foreign buyers and the countries from which they come will be the task of the following committee members who have agreed to serve:

<p>Gary Hines Senior Vice President of Administration Business Development Board 310 Evernia Street West Palm Beach, FL 33401</p>	<p>Melody Sanger, MD Director of Clinical Research Drug Study Institute 1004 South Old Dixie Hwy. Suite 201 Jupiter, FL 33458-7200</p>
<p>Ytonna Finnegan, Vice President Professional Services Real Estate Association of the Palm Beaches 701 North Point Parkway Suite 110 West Palm Beach, FL 33401</p>	<p>Anita Mitchell, President The Mitchell Group 105 Narcissus Street Suite 512 West Palm Beach, FL 33401</p>
<p>Eleana Contreras, Vice President Business Banking Relations Fidelity Federal Bank 399 Forest Hill Blvd. West Palm Beach, FL 33405</p>	<p>Scott Grody, Vice President, Chief Operating Officer Fugazy International Travel 6006 SW 18th Street Suite B-3 Boca Raton, FL 33433</p>
<p>Donald Lanman, President FTI-Integrated Marketing Communication 3040 Lakeshore Drive Suite 203 West Palm Beach, FL 33404-4629</p>	<p>Chip Lubeck, Property Specialist Lubeck Real Estate 1250 North Ocean Drive Riviera Beach, FL 33480</p>
<p>Tony Macaluso, Realtor Port Side Properties 9492 Bloomfield Drive Palm Beach Gardens, FI 33410</p>	<p>Harvey Goldberg, Partner and Senior Consultant ROCG Inova Consulting 2161 Palm Beach Lakes Blvd Suite 450 West Palm Beach, FL 33409</p>

<p>Tom Milana, Realtor Century 21 Luxury Homes 7000 West Palmetto Park Road Suite 109 Boca Raton, FL 33433</p>	<p>Madeline Evans-Ervin, Esquire Paradise Land Title and Escrow 2000 Glades Road, Suite 400 Boca Raton, FL 33431</p>
<p>Stephen Balestra, President Latin and Hellas 2914-B Spanish Trail Delray Beach, FL 33483</p>	<p>Troy M. McLellan, President Greater Boca Raton Chamber of Commerce 1800 N. Dixie Highway Boca Raton, FL 33432</p>

The letter of invitation read as follows:

Dear

Your name was provided by community or government leaders as an individual whose services would be meaningful in our efforts to build a centralized database to collect real estate information on foreign investors in the Palm Beach County area. This information will include the gathering of data regarding purchases of foreign investors and documenting and utilizing the trend of foreign investment in Palm Beach County for further use in attracting private capital and international lenders.

I am requesting your participation on the Steering Committee facilitated by the World Trade Center Palm Beach on behalf of Palm Beach County to assist in this development of a repository of real estate information should the county move forward with the project. This database or "Repository of Information" will serve as early notice to the County about countries from which interest is being demonstrated, aid in marketing County infrastructure to encourage business development, and serve the purposes of an emerging trade development system. Those who may have use of the Repository would include, but not be limited to, Palm Beach County, Marketing Professionals, Trade Centers, Exporters/Importers, Foreign Nationals, Business Development Boards, Planners, Schools, Business and Political Leaders, Homeland Security, and others as applicable.

The sources of the data may include internal means, private sources, public data, and commercial channels. Your participation and expertise will be a key component in determining the type of data that is to be considered instrumental and for recommending a methodology for data capture.

Thank you in advance for your consideration of this request. If you would accept my invitation to be a member of this Steering Committee, please respond in the affirmative no later than Friday, September 1, 2006. If you are unable to participate, a response would also be appreciated. In either case, please notify us via email at bfiedor@wtcpalmbeach.com or by calling Barbara Fiedor at (561) 644-9186.

Sincerely,

Louis Haddad, Jr., President
 World Trade Center Palm Beach

<p>d) Attract international banking interests and non-USA-based bioscience industry by preparing written and digital promotional materials to attract four (4) international banking interests, and three (3) non-USA-based bioscience companies to Palm Beach County.</p>	<p>d) Provide written and digital promotional materials created for attracting four (4) international banking interests and three (3) non-USA-based bioscience companies to Palm Beach County.</p>
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We met this deliverable.

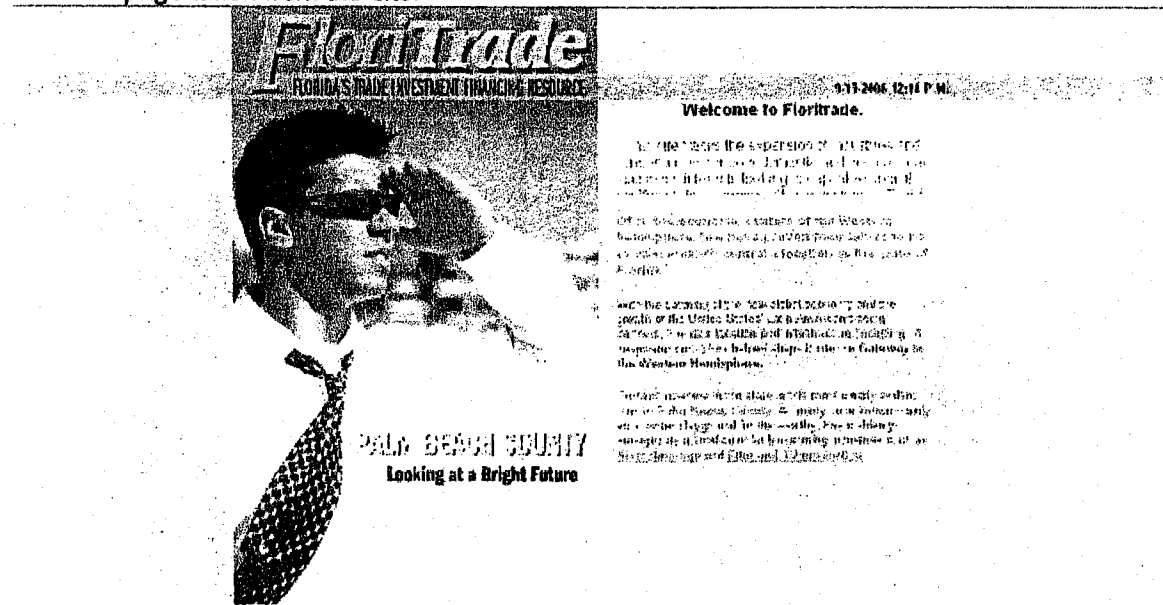
We have created a "magazine" style format to serve marketing purposes because its web pages correspond best to print materials. Additionally, the format is open-ended enough to incorporate whatever content is generated. Right now, it's divided into 3 main articles, because there are three things that need to be pushed by the site, Palm Beach County, Film and TV, and Bioscience.

The rationale behind the magazine approach is the same as the rationale behind infomercials. By taking on the appearance of a news outlet, the marketing aspects of the content are muted, and the information presented appears less biased.

This is why "Floritrade" is superior to something more localized. If the site appears to be pushing all of Florida, but especially PBC, then it will be more effective than a county site that extols the virtues of the county. The site can be found at www.floritrade.com.

With the recent decisions by the county regarding the location of the Scripps research institute and the bioscience overlay, content can be authoritatively written.

Its home page taken from the site:



<p>e) Recruit seven (7) targeted international business prospects to Palm Beach County - four (4) senior management officials from the targeted international lending institutions to assess sites for their companies' potential expansion or location to Palm Beach County, and three (3) non – USA based bioscience companies for similar purposes. All seven (7) prospects will participate in investment and site-expansion work sessions with the BDB, EDO and the PBC Business Leadership in the related industry clusters.</p>	<p>e) Report on the recruitment of seven (7) international business prospects to Palm Beach County - four (4) senior management officials from the targeted international lending institutions to assess sites for their companies' potential expansion or location to Palm Beach County and three (3) non – USA based bioscience companies for similar purposes</p>
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We met this deliverable.

The four banks with whom we have met are:

1) **CommerceBank of Venezuela:** In person luncheon presentation with: John M. Tolomer, President CommerceBank, Florida and Greg Daniel, Vice President Corporate Banking Broward and Palm beach Counties; written correspondence with: Joseph D. Ercolino, Vice President Commerce Cash Management Sales and Herman Mayol, Vice President, International Division

2) **Deutsche Bank of Germany:** A meeting was held on July 12 with Richard Ganter, Regional Director. We discussed the idea of Deutsche Bank in Palm Beach expanding its business interests into the Film & TV industry of Palm Beach County. The response was positive and he indicated an interest in learning more. We discussed the philosophy of the county to attract a talent pool of companies with the expertise necessary to complete international transactions and support the growing number of businesses in the county with international interests. The bank will participate with us in the German Fam tour scheduled for October 16 and 17, 2006.

3) **Bank Leumi of Israel:** Met with Tamar Barnoy to discuss their expanding international business base in Palm Beach County.

4) **Bank National de' Paris of France:** May 11 meeting with Nicole Soum, Privatkundenberater and Claude Hoffmann, Head of Professional Intermediaries and Family Offices, BNP Pribas Private Bank; Mrs. and Mr. Baader, tax advisors; Uwe Stelter (German business relation manager); and Park of Commerce/Florida Research Park owner, Hans Vogler and his assistant Bianca Keil from Germany.

In each instance discussions included: 1) an overview of industry sectors of interest, 2) Palm Beach Park of Commerce and the county overall as a destination for industrial/commercial, 3) incentive package provided by Andrew Duffell from the BDB.

In general, banking representatives expressed disappointment with the County's incentive packages.

We have asked all the consuls to assist with introductions to their banking communities. As we begin to develop these relations, we will have them introduce us directly.

Additionally, please see **Appendix C** for excerpts from the Washington Economic Group, Inc. Industry Survey completed June 5, 2006 for the Florida International Banker's Association, Inc. It describes both the existing negative impact created by homeland security regulations and

optimism looking ahead, predominantly characterized by Florida's geography within the western hemisphere.

We have begun discussions with EDRI about creating, with the support of the county and other sponsoring partners, an International Banking Summit that focuses on the economic benefits/impact of introducing international banking services to the business community. In this way, we could engage the existing Banking Community into revisiting their role in the area and invite new players to move to the area to and attract new business.

Non-USA based bioscience companies with whom we have reached out are:

1. Prof. Dr. Horst Domdey of Bio-M AG
 - a. Bio-M can be thought of as a one stop shop representative of a small geographic region in the south west of Munich enjoying great renown as a flourishing European location where small and medium sized biotech companies have settled since 1997. This area can be viewed on the internet at "www.bio-m.de".
2. Prof. Dr. Dietmer Oesterhelt and Prof. Dr. Alexander Borst
 - a. both represent the science and educational elements for the region which is supported by the Max-Planck Institutes of Biochemistry, Neurobiology and Psychiatry and the National Research Center for Environment and Health as well as two universities of applied sciences.
3. Prof. Dr. Peter Gruss, President of the Max Planck Society
4. Dr. Thomas Goppel, Bavarian Minister of Science, Research and Arts
5. Prof. Dr. Herbert Jackie, Vice President of the Max Planck Society
6. Dr. Jorn Erselius, Garching Innovation GmbH
7. Prof. Dr. Bernd Seizinger, CEO GPC Biotech AG
8. Dr. Rolf Schneider-Gunther, BayTech Venture Capital
9. Dr. Otto Wieschau, Minister of Economic, State of Bavaria
10. Mr. Rainer K. Karcher, Siemens, Canada and the Caribbean
11. Dr. Uriel J Sharef, Corporate Executive committee, Siemens
12. Mr. Klaus Pelz, Attorney at Law, Foreign Trade Department, Munich and Upper Bavaria Chamber of Commerce
13. Mr. Dietmar Goetz, President, WTC Cologne
14. Mr. Peter Raeber, Head Life Science Projects, Basel Area business Development
15. Mr. Michael F. Pluess, Head Novartis Switzerland
16. Dr. Gustav E. Grisard, chairman, WTC Basel
17. Dr. Peter Hug, Executive Vice President, Roche Pharmaceuticals PD
18. Dr. Jean Henri Dunant, Member of Congress, Basel, Switzerland

Hurdles to leap include restrictive visa policies and stem cell research prohibitions. Additionally, we have sought introductions from our world trade center sister institutions overseas and have repeatedly met with resistance because at the time the county had not solidified its bioscience future. Now that this has been most recently accomplished, and we will be able to provide factual content in our promotional materials, we predict an improved response.

With the close ties we are making with Canada, France, Netherlands, and Germany as well as the current trip that the Governor is leading to the UK (and where we will have representation) there are possibilities for these diplomats and their trade officers to lead us to interested bio science companies.

SPECIAL NOTE: Only within the last two months has there been a county determination with regards to the bioscience cluster's geographic location. Moreover, with the well publicized debate regarding future governmental support and greater commitment to the industry, our efforts have been received in a very tentative way. Finally, with the Scripps' location now settled but with the emergence of Orange County and St. Lucie County as alternative locations, indications

suggest that bioscience interests will conduct comparative visits to each of these counties before committing to any one as their final geographic destination.

We suggest that a competitive model with counties competing against each other creates a much different and more difficult equation, thus, the convening of a summit to address this is important. Such summit will address a comprehensive strategy for bioscience business attraction and retention. We suggest a planning session be convened with the EDO, BDB, CVB, EDRI, and WTCPB to review the situation and develop a comprehensive approach to the competitive reality which has emerged at least regionally if not statewide.

Diplomatic interaction:

April 28 attended Netherlands party and met with consul for Netherlands and Netherlands Antilles; met German and French diplomats leading to the May 17 visits to the consuls of France, Germany, and Netherlands; .FAM tours are now being developed for later this year with these three diplomatic posts and commitment has been made for the diplomats to assist us with banking contacts and bioscience contacts.

May 11 - 14 Taste of Canada - mission led by the Canadian Foreign Minister with stops in Orlando and Miami; extensive interaction with WTC Halifax and the Consul to encourage that on the return visit in October, to add a stop in Palm Beach County.

We are confirmed to meet with the Consulate of Trinidad and Tobago on June 27 at 10:00 a.m.

Consulate General of France (5-17-06)

Met with Consul General Phillippe Vinogradoff. Topics discussed were the identification of industry clusters: water and water technologies, bioscience, high tech, aerospace, and banking and finance, as well as, increasing cultural and social relationship between Palm Beach and Palm Beach County. Also, very receptive to possible participation and assistance in the Palm Beach Film Festival and Marketplace, but would need more information. There is a person living in Palm Beach associated with the Cannes Film Festival.

Very interested in planning a FAM Tour for later this year or early next year. Trade Consul and staff are based at the Consulate in Atlanta. New Consul of Trade arriving in August. Need to get Trade Consul on board before proceeding.

**Consulate of the Netherlands and Netherland Antilles
(5-17-06)**

Met briefly with Consul General, but more lengthy meeting with Commercial Officer, Esther van Geloven and Xavier Prens, Consul for Netherlands Antillean Affairs. The idea of a FAM Tour was very well received, and are looking at later this year. Industry clusters identified: water and water technologies, Film & TV, Bioscience, and High Tech, and banking as it pertains to bioscience funding/financing.

Interested in discussion of a "Water Trade Show" conference, and perusing business opportunities on the lock systems for the canals in South Florida.

Consulate of Germany (5-17-06)

FAM Tour of Palm Beach County scheduled for October 17, 2006.

Met with Consul General Eva Alexandra Countess Kendeffy.

Identified industry clusters: bioscience, water and water technologies, film and T.V. Confirmed a FAM Tour date of October 17, 2006. Itinerary is being solidified. C.G. offered assistance in making contact with Deutsche Bank in Germany and in Palm Beach. Interested in the idea of expanding banking services to financing/funding for industry clusters.

The German Fam Tour itinerary has been established, confirmed and is as follows:

Consulate General of Germany FAM Tour - October 17, 2006

Itinerary

Monday, October 16, 2006 Late Afternoon Arrival

7:00 p.m. – 8:30 p.m. Briefing at hotel

Tuesday, October 17, 2006

7:45 a.m. Pickup at Hotel
8:00 – 8:45 a.m. Deutsche Bank
9:00-10:00 a.m. South Florida Water Mgt. District

10:30 a.m. Meet with Film & TV Commission

11:30 a.m. Speak at County Commission Meeting
12:30 - 1:30 p.m. Florida Research Park - Working Lunch
1:30 p.m. Driving Tour North County Airport
Scripps Research Institute
2:30 p.m. Driving Tour Riviera Beach Harbor Village
3:00-4:00 p.m. Driving Tour Port of Palm Beach
4:30 - 5:30 p.m. Tour Downtown WPB & Convention Center
5:30 -7:00 p.m. Cocktail Reception

International Law Firms

Will be meeting with Baker & McKenzie (6-27-06), Miami office to initiate idea of establishing satellite office in Palm Beach county.

Foreign Investment:

May 5 :

- ▶ Hosted realtor's forum for international realtors at the association headquarters outlining issues concerning the movement of money and people for investment purposes

- ▶ Developed a modified version of "Money Beyond Borders" program with Richard Lehman, Esq. and I providing insight in how to handle foreign capital as it emerges for investment in the county

June 1:

- ▶ Moderator for International realtors a panel of experts including representatives fro CVB, Driver's License Bureau, immigration bar, congressional office of E. clay Shaw, and local law enforcement to explore the challenges foreign nationals have when desiring to invest in the county

May 25 and 26:

- ▶ Met with City of Riviera Beach and Mr. James Husbands, President, Solar Dynamics, Barbados, West Indies
- ▶ Escorted Mr. Husbands on a tour of the local community with focus on the north west sector
- ▶ Objective was to locate his manufacturing operations in Palm Beach county and to participate with the City of Riviera Beach by adding as a standard feature to affordable housing opportunities, his solar equipment for energy efficiency and hurricane recovery

September:

- ▶ Money Beyond borders will again be presented at The Florida Association of Realtors convention

Film and Television industry:

- ▶ Various meeting with Film Festival interests concerning the Film Marketplace and industry incentives
- ▶ Have now set appointment to meet with Deutsche Bank officials to discuss this industry and the water and water technology industry

Team Florida United Kingdom Mission

Team Florida United Kingdom Mission was led by Governor Jeb Bush July 15-21, 2006. The United Kingdom is the second largest market in the European Union with 60 million consumers. Florida and the United Kingdom have strong trade and investment ties, as the United Kingdom is Florida's twelfth largest trading partner with total trade exceeding \$2.4 billion in 2005. The country also is Florida's second largest investor, with total investment reaching \$5 billion.

A World Trade Center Palm Beach representative traveled with Team Florida to the U.K. for he express purpose of sourcing non-USA-based bioscience companies. The mission featured a Florida Pavilion at the Farnborough International Air Show, a Life Sciences program to create business development and partnership opportunities for Florida and U.K. companies in the industry, and a Florida Business Matchmaker event for Florida's high-tech exporters.

We sourced the companies listed below and will follow-up with them on their expressed interest.

LCG Bioscience
Bourn Hall Ltd
Bourn
Cambridge
CB3 7TR
UNITED KINGDOM

Novozymes
Krogsbojvej 36
Bagsvaerd, DK 2880 Denmark
Phone: 45-88-99-99

ROCHE
Group Headquarters
GRENZACHERTRASSE 124
BASEL, CH-4070 SWITZERLAND
PHONE: 41-61-688-11-11

GroPep Limited
28 Dalglish Street
Thebarton, South Australia 5031 Australia
Phone: 61-8-8354-7700

Novozymes
Krogsbojvej 36
Bagsvaerd, DK 2880 Denmark
Phone: 45-88-99-99

Astellas Pharma Inc
3-11 Nihonbashi-Honcho 2-chome
Chuo-ku, Tokyo 103-8411 Japan
81-3-3244-3000-

Fujisaawa Pharmaceutical Co
4-7 Doshomachi 3-chome
Chuo-ku, Osaka 541-8514 Japan
Phone: 81-06-6202-1141

ROCHE
Group Headquarters
GRENZACHERTRASSE 124
BASEL, CH-4070 SWITZERLAND
PHONE: 41-61-688-11-11

BIONOMICS LIMITED
31 Dalglish Street
Thebarton, South Australia 5031 Australia
618-8354-6100 Fax-618-8354-6199
info@bionomics.com.au

Astellas Pharma Inc
3-11 Nihonbashi-Honcho 2-chome
Chuo-ku, Tokyo 103-8411 Japan
81-3-3244-3000-

Fujisaawa Pharmaceutical Co
4-7 Doshomachi 3-chome
Chuo-ku, Osaka 541-8514 Japan
Phone: 81-06-6202-1141

ORTHOFIX INTERNATIONAL NV
7 ABRAHAM de VEERSTRAAT
WILLEMSTAD
CURACAO, NETHERLANDS ANTILLES
PHONE: 599-9-465-8525

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MULLERSTRASSE 172-178
BERLIN, D-13342 GERMANY
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15305

NOVARTIS PHARMA AG
LICHSTRASSE 35
BASEL, CH-4002 SWITZERLAND
PHONE: 41-61-324-111

GLAXO-SMITH KLINE
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 777 South Flagler Drive
 Suite 800
 West Palm Beach, FL 33401-

DATE (MM/DD/YYYY)
 5/12/2006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Insurance Co	
INSURER B: Evanston Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2068023906	2/28/2006	2/28/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	10-05-06P04:18	RCVD		COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability	EO829590	5/12/2006	5/12/2007	Ded:\$2,500 \$1,000,000 Claim/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Date: May 12, 2005. Certificate Holder is additional Insured with respect to General Liability

CERTIFICATE HOLDER

Palm Beach County
 Claudia Lopez
 C/o Economic Development Office
 301 N. Olive Avenue, 10th FL
 West Palm Beach, FL 33401-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: 