

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 04/10/2007

Consent  
 Workshop

Regular  
 Public Hearing

Department: Administration  
Submitted By: Administration  
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF


**Motion and Title:** STAFF RECOMMENDS MOTION TO APPROVE: A \$35,010 Contract with Florida Atlantic University Board of Trustees (FAU) commencing retroactively on April 1, 2007 and ending September 30, 2007 to establish measurable benchmark performance standards and assess businesses and citizens input of the County's Strategic Economic Development Plan. This Contract is currently funded in the Department's 2006-2007 fiscal year budget.

**Summary:** In fiscal years 2005 and 2006, FAU assisted in the production of a phased economic development planning process and in the update of the County's Strategic Economic Development Plan. The proposed \$35,010 Contract with FAU will assist in the implementation of the County's adopted Strategic Economic Plan. The scope of services outlined for this Contract is to: a) Establish a monitoring system of the Palm Beach County Strategic Economic Development Plan (SEDP) action items within the five strategic directions of prosperity, sustainability, quality of life, equity & education, and positioning. b) Identify a process for confirming the lead agency and partner agency participation for each SEDP action item. c) Work with lead agencies and the Economic Development Office to identify potential funding sources to implement the Palm Beach County SEDP. d) Establish focus groups, identify participants, set up process for input gathering and for progress assessment on each action item. f) Provide quarterly updates on the progress of the SEDP implementation and assessment. *Countywide (DW)*

**Background and Policy Issues:** Palm Beach County is undergoing a transformation created by rapid regional growth, and urbanization. Therefore, they are both at the tipping point of economic and quality growth. The Palm Beach County Board of County Commissioners held the 21<sup>st</sup> Century 2005 Economic Summit on November 9 and 10, 2005 that began a phased multi-year process of economic visioning, planning, and implementation – to result in development of an updated Palm Beach County Strategic Economic Development Plan (SEDP). In 2006-2007, the SEDP was updated and on March 13, 2007, the Board of County Commissioners adopted SEDP, which is now entering into the planning and implementation process. The Goal is to sustain the county's economic vitality and quality of life by raising awareness about local and regional business issues, identifying specific challenges - by convening stakeholders to address the issues, and by facilitating ongoing responses to critical issues.

**Attachment:**  
Contract

Recommended by:   
Economic Development Director 3-19-07  
Date

Approved by:   
Assistant 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	<u>35,010</u>				
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	<u>35,010</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No     

Budget Account Number:

Fund 1539 Department 764 Unit 1230 Object 3401

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

The source for the \$35,010 is Other Contractual Services.

C. Departmental Fiscal Review:

[Signature] 3/19/07

III. REVIEW COMMENTS

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

[Signature] 3-27-07  
 OFMB  
 3/26/07  
 CN  
 03/26/07

[Signature] 3/28/07  
 Contract Dev and Control  
 3/27/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 3/27/07  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**  
**BETWEEN**  
**PALM BEACH COUNTY**  
**AND**  
**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**

THIS Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and the **Florida Atlantic University Board of Trustees**, a public corporation of the State of Florida, on behalf of the University's **Center for Urban and Environmental Solutions (CUES)**, having its principal address at 777 Glades Road, Boca Raton, FL 33431, hereinafter referred as the CONSULTANT, whose Federal Identification Number is **65-0385507**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide professional/consultation services for assisting in finalizing a five-year Palm Beach County Strategic Economic Development Plan set forth in the Scope of Work detailed in Exhibit "A," monitoring the assessment of the effectiveness of such Plan, and analyzing the feasibility of adopting an Indicator System for Palm Beach County.

The COUNTY's representative/liaison during the performance of this Contract shall be Kevin Johns, AICP, Economic Development Director, telephone no. (561) 355-3624.

The CONSULTANT's representative for administrative matters during the performance of this Contract shall be Gerald N. Goldberger, Assistant V.P. for Research & Director of Sponsored Research, telephone no. (561) 297-0777.

The CONSULTANT's representative for Contract auditing during the performance of this Contract shall be Sue Logan, Director, Contracts & Grants, Division of Research & Graduate Studies, telephone no. (561) 297-2606.

The Scope of Work, as described in Exhibit "A", shall be carried out under the direction of Marie L. York, Associate Director of The Center of Urban and Environmental Solutions, having its principal address at 5353 Parkside Drive, SR 231, Jupiter, FL 33458, telephone no. (561) 799-8689 hereinafter referred as the PROJECT DIRECTOR. The CONSULTANT agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of COUNTY.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on **April 1, 2007** and complete all services by **September 30, 2007** with two (2) one (1) year options for renewal at the sole discretion of the COUNTY. It is understood that the Scope of Work, set forth in Exhibit "A", may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this Contract. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of **thirty five thousand and ten dollars (\$35,010)**. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. **Final Invoice:** In order for both parties herein to close their books and records, the CONSULTANT will clearly state "**final invoice**" on the CONSULTANT's final/last billing to the

COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

**ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

**ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT 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 Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated, with the written approval of the COUNTY, including a budget to complete this work. COUNTY will also reimburse consultant for all non-cancelable costs incurred prior to termination, unless CONSULTANT is in breach of this contract.

**ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the CONSULTANT 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 the CONSULTANT's key personnel, as may be listed in Exhibit "A", 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.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all Subcontractors) while on County premises shall comply with all COUNTY requirements governing conduct, safety and security.

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do

so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE'S must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - 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 the CONSULTANT. The CONSULTANT, unless otherwise exempt, shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

Without waiving the right to sovereign immunity as provided by s.768.28 f.s., CONSULTANT acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CONSULTANT maintains third party Commercial General Liability in lieu of exclusive reliance of self-insurance under s.768.28 f.s., CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

CONSULTANT agrees to maintain, or be self-insured for Worker's Compensation & Employer's Liability insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverage.

#### **ARTICLE 11 - INDEMNIFICATION**

To the extent permitted by Florida law and without waiving any defense or immunity, CONSULTANT shall protect, defend, reimburse, indemnify and hold 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 and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT 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 Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract 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 the CONSULTANT.

**ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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.

**ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT 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. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 which may influence or appear to influence the CONSULTANT'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 the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 the CONSULTANT under the terms of this Contract.

**ARTICLE 15 - EXCUSABLE DELAYS**

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

**ARTICLE 16 - ARREARS**

The CONSULTANT 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. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or

purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. 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, at the CONSULTANT's place of business.

**ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT 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.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT 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.

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract 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 Avenue, 10th Floor  
West Palm Beach, FL 33401

with copy to:

Dawn S. Wynn, Assistant County Attorney  
County Attorney's Office  
301 North Olive Avenue, 6th Floor  
West Palm Beach, FL 33401

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

Gerald N. Goldberger, Ph.D., Assistant V.P. for Research & Dir. of Sponsored Research  
Florida Atlantic University  
777 Glades Road, Bldg. 10, Room 252  
Boca Raton, FL 33431

with copy to:

Marie L. York, Associate Director  
Center for Urban and Environmental Solutions (CUES)  
5353 Parkside Drive, SR 231  
Jupiter, FL 33458

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract 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 Contract 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.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT 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, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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

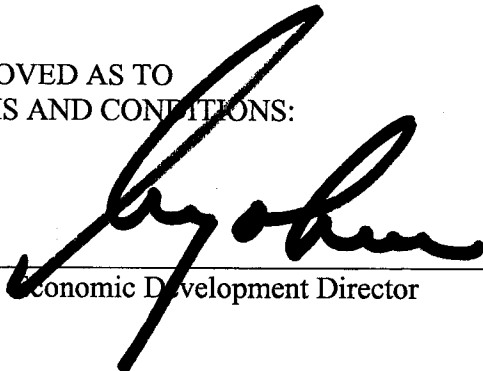
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO  
TERMS AND CONDITIONS:

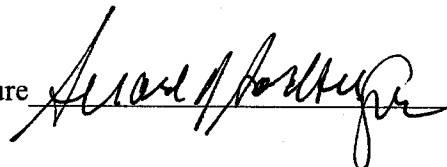
By:   
Assistant County Attorney

By:   
Economic Development Director

CONSULTANT:

Company Name  
Florida Atlantic University Board of Trustees

Company's Representative & Title  
Gerald N. Goldberger, Ph.D.  
Assistant V.P. for Research and  
Director of Sponsored Research

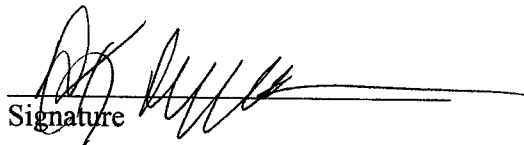
Signature 

(CORPORATE SEAL)

WITNESS:

Debra K. Campbell, MPA  
Name (type or print)

APPROVED AS TO FORM AND LEGALITY  
General Counsel 3/25/07  
Florida Atlantic University

  
Signature

**EXHIBIT "A"**

**SCOPE OF WORK**

**I. FLORIDA ATLANTIC UNIVERSITY CENTER FOR URBAN AND ENVIRONMENTAL SOLUTIONS (CUES)**

The PROJECT DIRECTOR will provide assistance to the Palm Beach County Economic Development Office in monitoring the implementation of the Palm Beach County five-year Strategic Economic Development Plan and assessing its effectiveness.

**DELIVERABLES AND TIMEFRAME**

April- September 2007

- a) Establish a monitoring system of the Palm Beach County Strategic Economic Development Plan (SEDP) action items within the five strategic directions of prosperity, sustainability, quality of life, equity & education, and positioning.
- b) Identify a process for confirming the lead agency and partner agency participation for each action item of SEDP.
- c) Work with lead agencies and the Economic Development Office to identify potential funding sources to implement the Palm Beach County SEDP.
- d) Create a matrix form that identifies the action item, lead agency, partner agency, timeline of action item and potential funding sources.
- e) Establish focus groups, identify participants, set up process for input gathering and for identifying of progress on each action item.
- f) Provide quarterly updates on the progress of the SEDP implementation and assessment.

**II. PALM BEACH COUNTY**

Palm Beach County agrees to the following:

- A. Provide funding in the amount of thirty five thousand and ten dollars (\$35,010) for consulting services.
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in timely manner.
- C. Provide technical assistance to ensure compliance with applicable Federal, State and County regulations, and this Contract.

**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS**

The total Contract of \$35,010 will be prorated over a period of 6 months. Compensation for the work tasks defined in Exhibit "A" shall be in accordance with the following Schedule of Payments:

FISCAL YEAR 2007	6-month period
May 2007	5,835
June 2007	5,835
July 2007	5,835
August 2007	5,835
September 2007	5,835
October 2007	5,835
<b>TOTAL</b>	<b>35,010</b>

"Deliverables" shall be defined as progress reports, specific reports, work plans, analysis reports, summary reports, recommendation reports and related reports, and verifiable deliverables.

**Florida Atlantic University  
 Agreement R2006-0748  
 Deliverables Report to Palm Beach County**

<b>FY 2006 Deliverables</b>	<b>Status of Completion</b>
<p><u>April-May 2006</u></p> <ul style="list-style-type: none"> <li>a) Work with the Economic Development Office (EDO) in developing process for creating the Plan</li> <li>b) Participate in the Board of County Commissioners workshop or retreat</li> <li>c) Assist in identifying strategies and research on two or three case studies or best practices being considered for the strategies implementation and develop related economic policies in the seven economic categories identified at the 2005 Summit</li> <li>d) Assist EDO in developing a structure for an electronic newsletters broadcast.</li> </ul>	<ul style="list-style-type: none"> <li>a) Complete</li> <li>b) Complete</li> <li>c) Complete</li> <li>d) Complete</li> </ul>
<p><u>June-August 2006</u></p> <ul style="list-style-type: none"> <li>a) Develop list of components from partner organizations and municipalities</li> <li>b) Identify the COUNTY's projects and potential funding amounts and sources, reviewing and suggesting updates for the COUNTY's Capital Improvement Plan and the economic element of the Comprehensive Plan.</li> </ul>	<ul style="list-style-type: none"> <li>a) Complete</li> <li>b) Complete</li> </ul>
<p><u>September 2006 – April 2007</u></p> <p>Collaborate with EDO in preparing the update of the 1994 Strategic Economic Plan. This Plan is to be a framework for action to support Palm Beach County's economic prosperity and global competitiveness. The Plan identifies strategic directions, action areas and actions. This Plan is intended to assist the County in preparing and implementing its five-year Capital Improvement Plan (CIP), and updating the Economic Element of the COUNTY's Comprehensive Plan.</p>	<p>Complete</p>



**Proposal for Services**  
**Assistance to the Office of Economic Development for Preparation of the**  
**Palm Beach Strategic Economic Development Plan**

**Description of Project**

The Center for Urban and Environmental Solutions (CUES) at Florida Atlantic University (FAU) agrees to provide assistance to the Palm Beach County Office of Economic Development and the Board of County Commissioners in monitoring the implementation and assessment of the effectiveness of the Palm Beach County Strategic Economic Development Plan. CUES at FAU will assist in creating a monitoring and assessment strategy as well as analyzing the feasibility of adopting an indicator system for the County.

Monitoring Plan Implementation

The role of CUES at FAU will be to work with the Palm Beach County Economic Development Office in assessing the implementation of the County's five year Strategic Economic Development Plan. This Plan, which identifies five strategic directions and almost 90 action items, is intended to fulfill the Palm Beach County Commissioners' goals of positioning the County to compete in the 21<sup>st</sup> century. Starting with implementation of the short-term action items, the monitoring plan will have a results oriented focus and work to ensure consistency with the Palm Beach County five-year capital improvement program.

CUES at FAU will work with the Economic Development Office and the County's stakeholders in:

- developing a monitoring system regarding the implementation of the action items within the five strategic directions of prosperity, sustainability, quality of place, equity & education, and positioning
- creating quarterly reports for the Palm Beach County Board of County Commissioners, and
- providing suggestions for newsletter content.

The monitoring system will be based upon the action items listed in matrix form in the Palm Beach County Strategic Economic Development Plan. This implementation matrix identifies the lead agencies, partners and timelines with future expected identification of funding needs and sources. The monitoring system will evaluate the status of the nearly 90 action steps. In this way the County will have a "report card" as to the effectiveness of implementation of the action steps.

It is anticipated that a series of five focus groups, each reflecting the title of a strategic direction, will be convened on a regular basis. The participants of each focus group will consist of the lead agencies (and their partners as applicable), as identified in the implementation matrix of the Plan. These focus groups will be led by CUES at FAU. The purpose will be to ascertain the progress of implementing the action items within each strategic direction.

The Palm Beach County Board of County Commissioners has requested quarterly updates regarding the progress of the implementation of the Strategic Economic Development Plan. CUES at FAU will assist the Economic Development Office in preparation of these quarterly updates as it relates to the current year action items that are underway. Additionally, CUES will assist with updates to be posted online to ensure transparency of the efforts being undertaken by the County and its partners. It is anticipated that this online service will include a public suggestions line, which can be monitored with the resulting input brought back to the lead agencies.

#### Feasibility Study Regarding an Indicators Report and Evaluation

The monitoring system of the Strategic Economic Development Plan will provide analysis of the progress of implementing the action steps intended to fulfill the strategic directions. There is a next step, however, that can be undertaken to ascertain if the County is actually moving towards their broader goals of achieving prosperity, moving toward sustainability, enhancing their quality of place, improving conditions for equity and education and positioning the County within the global marketplace.

There are several systems within the United States that have been adopted by a network of cities and counties to evaluate their successes in moving towards similar directions. Some systems are designed to evaluate economic or environmental indicators specifically while others focus on movement toward or away from sustainability or the effects of change upon their quality of life. Generally, these indicator evaluations are based upon a series of benchmarks. For instance, the system in King County in Seattle, Washington, focuses on economic indicators that provide key data on employment, unemployment, business operations and other factors that are useful in understanding national, state and local economic trends.

CUES at FAU will conduct a feasibility of study to assess the implications of adopting such a program within Palm Beach County. In doing so, the process used by regions or communities such as King County in Seattle, Chattanooga, Tennessee, as well as other relevant and appropriate systems will be evaluated as to their successes, weaknesses, data source availability and likely application to Palm Beach County.

Additionally, the feasibility study will include a recommendation of which indicators to use and what the primary focus should be for an indicators system for Palm Beach County.

#### **Meeting Attendance**

This proposal for services includes attendance by Jim Murley, CUES Director, and/or Marie L. York, CUES Associate Director, and/or CUES research associate of scheduled meetings of the Overall Economic Development Program Steering Committee, special meetings on economic development with the Board of County Commissioners and key stakeholder organizations, as available.

## **Work plan deliverables and timeframe**

### April-September 2007

- establish the monitoring system of action items
- identify a process for confirming lead agency and partner participation
- ascertain timelines
- work with lead agencies and/or the Economic Development Office to identify potential funding sources to implement the Strategic Economic Development Plan
- continually coordinate with the staff of the Economic Development Office as to progress
- establish focus groups, identify participants, set up process for input gathering and identifying of progress

### October 2007-September 2008

- refine the monitoring system and update as needed
- continue to identify a process for confirming lead agency and partner participation
- ascertain completion of tasks according to timelines
- work with lead agencies and/or the Economic Development Office to identify potential funding sources to implement the Strategic Economic Development Plan
- continually coordinate with the staff of the Economic Development Office as to progress and assist in evaluating on-line input from the public
- meet with focus groups on a regular basis
- provide quarterly updates to the Economic Development Office
- provide an assessment of the feasibility for Palm Beach County to adopt an indicators system

## **Budget**

### April-September 2007

Fixed fee of \$35,101.00 Monthly payments of \$7,020 due to FAU.

### October 1, 2007-September 30, 2008

Fixed fee of \$84,243.00 Monthly payments of \$7,020 due to FAU.

## The Center for Urban and Environmental Solutions (CUES)

### Work plan deliverables and timeframe

#### April-September 2007

establish the process for creating a monitoring system of action items	13,000
identify process for confirming lead agency and partner participation; assist in determining timelines	3,000
work with lead agencies and/or the Economic Development Office to identify potential funding sources	3,500
coordinate with and assist the staff of the Economic Development Office	4,000
establish focus groups, identify participants, set up process for input gathering and identifying of progress	8,000
overhead costs to FAU	3,510
total	35,010

#### October 2007-September 2008

create and refine the monitoring system, update as needed	18,500
continue to identify a process for confirming lead agency and partner participation	3,400
ascertain completion of tasks according to timelines	2,500
work with lead agencies and/or the Economic Development Office to identify potential funding sources	3,500
continually coordinate with the staff of the Economic Development Office as to progress	17,500
meet with focus groups on a regular basis	15,500
provide quarterly updates to the Economic Development Office	3,420
provide an assessment of the feasibility for Palm Beach County to adopt an indicators system	11,500
overhead costs to FAU	8,423
total	84,243





FLORIDA  
DEPARTMENT OF  
FINANCIAL SERVICES

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STATE RISK MANAGEMENT TRUST FUND

## CERTIFICATE OF COVERAGE

Policy Number: WC-06-0201 STATE EMPLOYEE WORKERS'  
COMPENSATION and EMPLOYER'S LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY


Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$100,000.00 each person  
\$200,000.00 each occurrence

Inception Date: 7/1/06

Expiration Date: 7/1/07

  
Chief Financial Officer

DI4-867  
(REV. 3/01)

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**ECONOMIC DEVELOPMENT**



**STATE RISK MANAGEMENT TRUST FUND**  
**STATE EMPLOYEE WORKERS' COMPENSATION AND**  
**EMPLOYER'S LIABILITY**  
**CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

**I. Coverages**

**A. Coverage A - Workers' Compensation**

To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

**B. Coverage B - Employer's Liability**

To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".

- (d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

**IV. Applications of Coverage**

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

**V. Exclusions**

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;  
(b) to any claim for interest for the period prior to judgment;  
(c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;  
(d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;  
(e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;  
(f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**VI. Conditions:**

**A. Premium**

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

**B. Inspection**

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

**II. Defense, Settlement, Supplementary Payments**

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.  
(b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;  
(c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

**III. Definitions**

- (a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.  
(b) State - Any state or territory of the United States of America and the District of Columbia.  
(c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results



FLORIDA  
DEPARTMENT OF  
FINANCIAL SERVICES

STATE RISK MANAGEMENT TRUST FUND

**CERTIFICATE OF COVERAGE**

Policy Number:       GL-06-0201                               GENERAL LIABILITY

Name Insured:       FLORIDA ATLANTIC UNIVERSITY


General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28,  
Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:    \$100,000.00 each person  
                              \$200,000.00 each occurrence

Inception Date:       7/1/06

Expiration Date:     7/1/07

  
Chief Financial Officer

DI4-863  
(REV. 3/01)

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**ECONOMIC DEVELOPMENT**



STATE RISK MANAGEMENT TRUST FUND  
GENERAL LIABILITY  
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

**General Liability Coverage--Bodily and Property Damage**  
To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
  - (1) not subject to motor vehicle registration, or