

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: 11/06/2007	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

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

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I. EXECUTIVE BRIEF

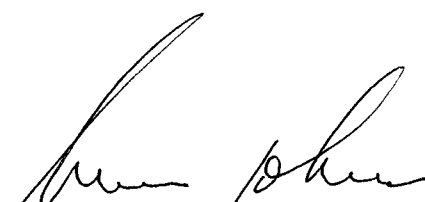
Motion and Title: Staff recommends motion to approve an Agreement with the Florida Atlantic University Board of Trustees (FAU) in the amount of \$84,243 to assist with the implementation of the Strategic Economic Development Plan.


Summary: On March 13, 2007, The BCC approved the Strategic Economic Development Plan. This Plan includes 67 action items envisioned to create \$1 billion in new revenue over a 20-year period in Palm Beach County. This Agreement will provide assistance to the EDO for the tracking, benchmarking, and seeking of grant funding to implement the projects included in the Strategic Plan. FAU will work closely with lead and supportive agencies to assist in the implementation of the recommendations of the Strategic Plan, make presentations to the OEDP Committee, identify funding opportunities, and assist in the preparation of funding applications and quarterly reports. The term of this Agreement is retroactive from October 1, 2007 through September 30, 2008, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY. Countywide (DW)

Background and Policy Issues: Palm Beach County is undergoing a transformation created by rapid regional growth, fiscal contractions and urbanization. Palm Beach County is at the tipping point of economic and quality growth. The Palm Beach County Board of County Commissioners held an Economic Summit on November 9 and 10, 2005 that began a phased multi-year process of economic visioning, planning, and implementation; resulting in the development of an updated Palm Beach County Strategic Economic Development Plan. On March 13, 2007, The Board of County Commissioners adopted the Plan, now entering into the schedule and implementation process. The Goal is to sustain the county's economic vitality, increase the tax base, and improve the quality of life.

Additional background information and benefits from the partnership are described on page 3.

Attachments:
Performance Contract

Recommended by:  10-28-07
Economic Development Director Date

Approved by:  10-29-07
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	84,243				
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	84,243				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No

Budget Account Number:

Fund 1539 Department 764 Unit 1230 Object 3401 Program Code

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

The source for the \$84,243 is allocated in FY 2008 Economic Strategic Plan budget line item.

C. Departmental Fiscal Review: [Signature] 10/24/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:
 There will be a fiscal impact of \$84,243 for FY2009 if county decides to renew the contract. The department will submit the agenda item to the board at that time.
[Signature] 10-26-07
 88 10/26/07 OFMB mm 10/25
[Signature] 10/29/07
 Contract Dev. and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 10/29/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Policy Issues (Continued from page 1)

The Center for Urban & Environmental Solutions (CUES) at FAU is an applied research center that is known for its problem solving capabilities and ability to facilitate agreement and bring resources together. FAU outsourcing is being utilized to perform critical research and technical assistance in support of early stages of the economic plan's implementation, especially benchmarking, and adopting an economic indicators program and providing an analysis of the economic impacts of implementation of immediate undertakings.

CUES at FAU will identify those major projects and initiatives that will impact the economic conditions most significantly, with a focus on the near term projects or those that need special attention in maximizing the County's return on investment.

CUES at FAU role is to meet with Palm Beach County partners on an on-going basis for the purposes of assisting in fulfillment of implementation of the action items identified in the adopted Plan. This undertaking by CUES at FAU will include advising the Economic Development Office (EDO) and its partners in identifying project needs and resources that should be considered or sought or in identifying new funding as appropriate. FAU's responsibility includes evaluating and redirecting partners' focus if applicable, and interceding on behalf of the EDO in implementation. Additionally, FAU will assist in identifying efforts to jumpstart those initiatives that may be languishing. In some cases, a strong advisory role will be needed; for others FAU will participate in the process as a committee member or observer. For evaluation of implementation for those groups who are well underway contacting key stakeholders about progress may be sufficient. As these determinations are flexible in scope and magnitude, the decision as to the level of input from CUES at FAU will reside with the EDO.

Immediate projects that are being or will be evaluated by CUES at FAU include but are not limited to: the South Florida Inland Port; Intracoastal Waterfront Economic Master Plan, to which the Director of CUES at FAU was recently appointed; International Trade participation; and Wireless Broadband Infrastructure evaluation.

In total, there were 16 major public-private partnerships that are underway. A matrix system identifies key players, status and progress. It will be updated quarterly and submitted to the EDO. CUES at FAU will advise the EDO on appropriate actions regarding their implementation progress.


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 implementing the five-year Palm Beach County Strategic Economic Development Plan set forth in the Scope of Work detailed in Exhibit "A."

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 & Dir. of Sponsored Research, telephone no. (561) 297-0777.

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

The Scope of Work, as described in Exhibit "A", shall be carried out under the direction of James Murley, Director of The Center of Urban and Environmental Solutions, having its principal address at 5353 Parkside Drive, SR 230, Jupiter, FL 33458, telephone no. (561) 799-8730 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 **October 1, 2007** and complete all services by **September 30, 2008** 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 **eighty four thousand two hundred forty three dollars (\$84,243.)** 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 hereinunder 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 to conduct 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:

James Murley, Director
C/O Mary Beth Hartman
Center for Urban and Environmental Solutions (CUES)
5353 Parkside Drive, SR 230
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.

(The remainder of page left intentionally blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Performance 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

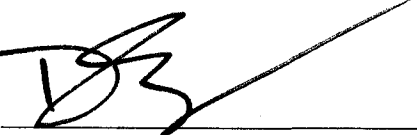
PALM BEACH COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

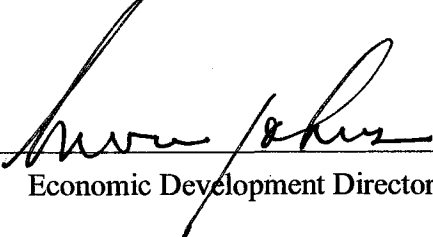
By: _____
Deputy Clerk

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

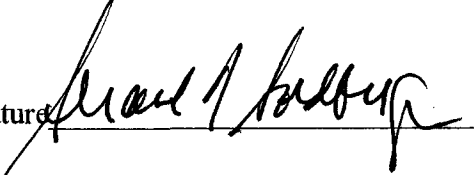
CONSULTANT:

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

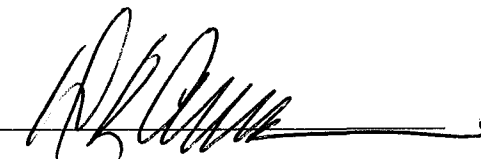
Signature 

(CORPORATE SEAL)



WITNESS:

DEBRA K. CAMPBELL



Name (type or print)

Signature

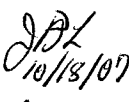
APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University

10/13/07

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 to fast track implementation of the Palm Beach County’s five-year Strategic Economic Development Plan, identify potential federal, state and private funding sources, and assess the Plans’ effectiveness.

DELIVERABLES AND TIMEFRAME

Assist in the Implementation of the 21st Century Palm Beach County Strategic Economic Plan

CUES at FAU will track and benchmark the current economic development initiatives, in coordination with the Economic Development Office, and provide professional and technical support for their implementation and further development. The COUNTY and stakeholders are working in numerous projects that resulted from the 2005 Economic Summit. FAU will closely work with lead and supportive agencies to assist in the implementation of the action items documented in the Palm Beach County Strategic Economic Development Plan Implementation Matrix.

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
1. Provide technical assistance to the Economic Development Office (EDO) regarding appropriate strategies for successful Strategic Plan Implementation County wide, regionally and in the Glades.	# Strategies FAU assists in implementing: # Action items in FY 2008: 12 or more	Year round	11,500
2. Identify and document existing and potential federal, state and private or not for profit funding sources to implement the Strategic Plan. Establish an Implementation Funding Matrix. Establish legislative options to attract private investment.	# Funding opportunities identified: 3 # Funding applications assisted for submittal: 1 Identification of non monetary incentives to attract private investment	Year round	10,500
3. Ascertain timelines for projects and task completion accordingly to the established public private partnerships or project matrix.	Prepare a management by objectives matrix for FY 2008	Year round	3,500
4. CUEs will provide assessments monthly on issues critical to EDO regarding the action items identified in the Strategic Economic Development Plan and Implementation Matrix.	Prepare 12 monthly issue reports to evaluate performance of individual public private partnerships and action projects.	Year round	6,400
5. Provide electronic quarterly newsletter updates on the status of implementation of immediate projects, and present them to the Overall Economic Development Program (OEDP) Committee and the Board of County Commissioners (BCC.) and agency and partner involvement.	Develop 4 electronic “Quarterly” Progress Reports for distribution to the BCC, Economic Summit stakeholders, the expanding business sector and citizen interest countywide.	Year round	13,000

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
6. Compile analyses and studies relating to the Plan and post them on a PBC hosted webpage for public assess.	Assemble analyses from key 12 projects and disseminate on the web site for feedback.	Year round	3,800
7. Design and assist in establishing an active, current e mail "Listserve" tool to enlist stakeholders and partners, expand informed businesses of meetings and ongoing progress. Enable partners to invest, submit their feedback and comments.	Establishment of a customized "Listserve" tool for involvement system and process of investing in the Strategic Economic Plan action projects.	By Dec. 31, 2007	8,000
8. Mediate solutions, establish and convene meetings with key partner stakeholders to evaluate progress of action items and resolve issues.	Convene 2-4 mediation sessions to fast track implementation on road blocked projects	From January 2008 through June 2008	11,500
9. Establish independent benchmarks for Palm Beach County implementation v. similar communities and measurements. Coordinate with EDO staff as to annual progress, and assist in evaluating on-line input from the public.	Utilize and target the FAU state benchmarking evaluation to focus on Palm Beach County progress on economic projects.	From April 2008 through September 2008	1,800
10. Work with the EDO to present recommendations to the BCC that would assist in project implementation, such as policy creation or revision, inter-local agreements, etc.	Attend and participate in any EDO action item workshop brought before the BCC for local decision making. Detailed report on recommendations presented to BCC.	From April 2008 through September 2008	5,820
11. Overhead costs to FAU	N/A	N/A	8,423
TOTAL			84,243

II. PALM BEACH COUNTY

Palm Beach County agrees to the following:

- A. Provide funding in the amount of **eighty four thousand two hundred forty three dollars (\$84,243)** for consulting and research services.
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a 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 \$84,243 will be prorated over a period of 12 months. Compensation for the work tasks defined in Exhibit "A" shall be in accordance with the following Schedule of Payments:

FISCAL YEAR 2008	12-month period
November 2007	7,020.25
December 2007	7,020.25
January 2008	7,020.25
February 2008	7,020.25
March 2008	7,020.25
April 2008	7,020.25
May 2008	7,020.25
June 2008	7,020.25
July 2008	7,020.25
August 2008	7,020.25
September 2008	7,020.25
October 2008	7,020.25
TOTAL	84,243

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

CONSULTANT shall provide a monthly written report on all of the listed deliverables.

**The Center for Urban and Environmental Solutions (CUES) at
Florida Atlantic University**

**FY 2007 Deliverables Report as of August 8, 2007
R2007-0446 (October 1, 2006 – September 30, 2007)**

DELIVERABLES	STATUS OF COMPLETION
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. Established but being refined.	On-going
b) Identify a process for confirming the lead agency and partner agency participation for each action item of SEDP.	On-going
c) Work with lead agencies and the Economic Development Office to identify potential funding sources to implement the Palm Beach County SEDP.	On-going
d) Create a matrix form that identifies the action item, lead agency, partner agency, timeline of action item and potential funding sources.	Complete
e) Establish focus groups, identify participants, set up process for input gathering and for identifying of progress on each action item.	On-going
f) Provide quarterly updates on the progress of the SEDP implementation and assessment.	Complete

**The Center for Urban and Environmental Solutions (CUES) at
Florida Atlantic University**

**Proposal for Services
Assistance to the Economic Development Office for the
Implementation and Monitoring of the
Adopted Strategic Economic Development Plan
October 1, 2007 – September 30, 2008**

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 Economic Development Office (EDO), the Overall Economic Development Program (OEDP) Steering Committee and the Board of County Commissioners in monitoring and implementing the Palm Beach County Strategic Economic Development Plan. The recently adopted Plan builds on the results of the Palm Beach County Economic Summit of November 2005 and shapes the County's policies and directions that will define its economic future. The Plan provides a comprehensive overview of the economy, sets policy direction for economic growth and identifies strategies, programs and projects to improve the tax base and the economy. CUES at FAU is currently engaged with the County in this endeavor and has recently provided the data collection and assembly of the quarterly update on the status of the Plan, as requested by the Commission. CUES will be monitoring the assessment of the effectiveness of the Plan, tracking and benchmarking the current economic development initiatives, and providing professional and technical support for their implementation and further development.

Monitoring Plan Implementation

The Strategic Economic Development Plan coordinates the functions of:

- a) smart growth and transportation,
- b) industries-of-the-mind,
- c) quality-of-place,
- d) international trade,
- e) finance and investment,
- f) agribusiness equestrian and food,
- g) total education, and
- h) housing.

The role of CUES at FAU is to work with the Palm Beach County Economic Development Office and the Overall Economic Development Program Steering Committee in assessing the success and implementation of the County's five year Strategic Economic Development Plan as it relates to the functional categories listed above and as identified in the five strategic directions and 67 actions items identified in the Plan. CUES at FAU has also been engaged regularly in assisting the Economic Development Office in evaluating strategies for the various projects as they progress or stall. Starting with implementation of the short-term action items, the monitoring of the Plan has a results oriented focus and works to ensure consistency with the Palm Beach County five-year capital improvement program.

As a continuation of current work and expansion of responsibilities as identified by the Economic Development Office, CUES at FAU will work with the Economic Development Office and the County's stakeholders in:

- refining 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;
- briefing the Overall Economic Development Program (OEDP) Steering Committee and seeking this input for Plan implementation;
- working regularly with the Economic Development Office in assessing strategies for implementation, which is of particular importance given the economic climate;
- creating quarterly reports for the OEDP and Office of Economic Development for the Palm Beach County Board of County Commissioners, and
- providing suggestions and content for newsletters.

The monitoring system is based upon the action items listed in matrix form in the Palm Beach County Strategic Economic Development Plan. A subsequent implementation matrix, developed by CUES at FAU under the previous contract, identifies the lead agencies, partners and timelines with future expected identification of funding needs and sources. The monitoring system evaluates the status of the 67 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 focus or partner groups will be convened under the direction of the Economic Development Office. These evaluative sessions will likely be organized around the five strategic directions established in the Plan. The participants will consist of the lead agencies (and their partners as applicable), as identified in the Plan. These focus groups and other stakeholder meetings will be led by CUES at FAU, or as otherwise directed by the Economic Development Office. The purpose of the focus groups, partner and stakeholder meetings 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 continue to 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 full implementation of 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 another step, described in the following paragraph, which 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 establish independent benchmarks for Palm Beach County implementation versus similar communities and measurements. In doing so, CUES will utilize and target the FAU state benchmarking evaluation to focus on Palm Beach County progress on economic projects.

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.

Key Personnel

James F. Murley, J.D., Director

Marie L. York, AICP, Associate Director for Northern Campuses

Mary Beth Hartman, M.Ed., Research Associate

The above personnel have extensive experience in the area of economic development and planning, long-term knowledge regarding the economics and policies of Palm Beach County, and a proven record of capably assisting the Palm Beach County Economic Development Office in hosting the November 2005 Economic Summit at the Palm Beach County Convention Center for 350 participants, drafting the Strategic Economic Development Plan and working with the Economic Development Office and the OEDP.

Meeting Attendance

This proposal for services includes attendance by Jim Murley, CUES Director, and/or Marie L. York, CUES Associate Director, and/or Mary Beth Hartman, 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 and partner organizations, as available.

Work plan deliverables

October 2007-September 2008

DELIVERABLE	PERFORMANCE MEASURE	DATE
1. Provide technical assistance to the Economic Development Office (EDO) regarding appropriate strategies for successful Strategic Plan Implementation County wide, regionally and in the Glades.	# Strategies FAU assists in implementing: # Action items in FY 2008: 12 or more	Year round
2. Identify and document existing and potential federal, state and private or not for profit funding sources to implement the Strategic Plan. Establish an Implementation Funding Matrix. Establish legislative options to attract private investment.	# Funding opportunities identified: 3 # Funding applications assisted for submittal: 1 Identification of non monetary incentives to attract private investment	Year round
3. Ascertain timelines for projects and task completion accordingly to the established public private partnerships or project matrix.	Prepare a management by objectives matrix for FY 2008	Year round
4. CUEs will provide assessments monthly on issues critical to EDO regarding the action items identified in the Strategic Economic Development Plan and Implementation Matrix.	Prepare 12 monthly issue reports to evaluate performance of individual public private partnerships and action projects.	Year round
5. Provide electronic quarterly newsletter updates on the status of implementation of immediate projects, and present them to the Overall Economic Development Program (OEDP) Committee and the Board of County Commissioners (BCC.) and agency and partner involvement.	Develop 4 electronic "Quarterly" Progress Reports for distribution to the BCC, Economic Summit stakeholders, the expanding business sector and citizen interest countywide.	Year round
6. Compile analyses and studies relating to the Plan and post them on a PBC hosted webpage for public assess.	Assemble analyses from key 12 projects and disseminate on the web site for feedback.	Year round
7. Design and assist in establishing an active, current e-mail "Listserve" tool to enlist stakeholders and partners, expand informed businesses of meetings and ongoing progress. Enable partners to invest, submit their feedback and comments.	Establishment of a customized "Listserve" tool for involvement system and process of investing in the Strategic Economic Plan action projects.	By Dec. 31, 2007

DELIVERABLE	PERFORMANCE MEASURE	DATE
8. Mediate solutions, establish and convene meetings with key partner stakeholders to evaluate progress of action items and resolve issues.	Convene 2-4 mediation sessions to fast track implementation on road blocked projects	From January 2008 through June 2008
9. Establish independent benchmarks for Palm Beach County implementation v. similar communities and measurements. Coordinate with EDO staff as to annual progress, and assist in evaluating on-line input from the public.	Utilize and target the FAU state benchmarking evaluation to focus on Palm Beach County progress on economic projects.	From April 2008 through September 2008
10. Work with the EDO to present recommendations to the BCC that would assist in project implementation, such as policy creation or revision, inter-local agreements, etc.	Attend and participate in any EDO action item workshop brought before the BCC for local decision making. Detailed report on recommendations presented to BCC.	From April 2008 through September 2008

Budget

October 1, 2007-September 30, 2008

Fixed fee of \$84,243

Monthly payments of \$7,020 due to FAU

**The Center for Urban and Environmental Solutions at
Florida Atlantic University**

**Assistance to the Economic Development Office
October 1, 2007 – September 30, 2008**

**Exhibit "A" Scope of Work
Implementation and Monitoring of the
Adopted Strategic Economic Development Plan**

October 2007-September 2008

1. Provide technical assistance to the EDO regarding appropriate strategies for successful Strategic Plan Implementation County wide, regionally and in the Glades.	11,500
2. Identify and document existing and potential federal, state and private or not for profit funding sources to implement the Strategic Plan. Establish an Implementation Funding Matrix. Establish legislative options to attract private investment.	10,500
3. Ascertain timelines for projects and task completion accordingly to the established public private partnerships or project matrix.	3,500
4. CUEs will provide assessments monthly on issues critical to EDO regarding the action items identified in the Strategic Economic Development Plan and Implementation Matrix.	6,400
5. Provide electronic quarterly newsletter updates on the status of implementation of immediate projects, and present them to the OEDP Committee and the BCC and agency and partner involvement.	13,000
6. Compile analyses and studies relating to the Plan and post them on a PBC hosted webpage for public assess.	3,800
7. Design and assist in establishing an active, current e mail "Listserve" tool to enlist stakeholders and partners, expand informed businesses of meetings and ongoing progress. Enable partners to invest, submit their feedback and comments.	8,000
8. Mediate solutions, establish and convene meetings with key partner stakeholders to evaluate progress of action items and resolve issues.	11,500
9. Establish independent benchmarks for Palm Beach County implementation v. similar communities and measurements. Coordinate with EDO staff as to annual progress, and assist in evaluating on-line input from the public.	1,800
10. Work with the EDO to present recommendations to the BCC that would assist in project implementation, such as policy creation or revision, inter-local agreements, etc.	5,820
Overhead costs to FAU (discounted for local government)	8,423
TOTAL COST	84,243



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: AL-07-0201 AUTOMOBILE LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

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

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: 7/1/07

Expiration Date: 7/1/08

Alex Sink

Chief Financial Officer

DI4-864
(REV. 3/01)

DEPARTMENT OF FINANCIAL SERVICES
THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 • TELECOPIER (850) 413-2950



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: GL-07-0201 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: 7/1/07

Expiration Date: 7/1/08

Alex Sink

Chief Financial Officer

DI4-863
(REV. 3/01)

DEPARTMENT OF FINANCIAL SERVICES
THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 • TELECOPIER (850) 413-2950



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: WC-07-0201 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: 7/1/07

Expiration Date: 7/1/08

Alex Sink

Chief Financial Officer

DI4-867
(REV. 3/01)

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THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 • TELECOPIER (850) 413-2950