Agenda Item #: 🔥

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

=======================================			
Meeting Date:	11/06/2007	[X] Consent	[] Regular
		[] Workshop	[] Public Hearing
Department:	Administration		
Submitted By:	Administration		
-	Economic Develor	oment Office	

Submitted For: Economic Development Office

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve** an Agreement with the World Trade Center Association Palm Beach, Inc. in the amount of \$99,000.

Summary: This Agreement with the WTCPB will provide funding to assist the EDO in promoting Palm Beach County internationally, assisting local businesses to grow internationally, and motivate foreign-based companies to expand into / invest in Palm Beach County. The scope of services outlined in the Agreement include: Market the Palm Beach Community College export-import courses to businesses in the County, provide eight seminars on international trade at the local chambers of commerce, set up and offer an on-line Export Management Certification Program, create a PBC Export Resource webpage, create an on-line trade lead webpage for all businesses to access, provide one-on-one business assistance to companies that want to build up their export/import capacity, conduct four familiarization tours or orientation programs for foreign banks and non-US-based bioscience companies, create an International Investment Council for the purpose of attracting foreign investment, present the Real Estate Steering Committee recommendations to the OEDP Committee, conduct one trade mission to assist local businesses in reaching global markets, market international events and business activities, and assist in broadcasting international activities in conjunction with Channel 20, and update the exporter-importer database and report the decline/growth of exports by industry. The term of this Agreement is retroactive from October 1, 2007 through September 30, 2008. Countywide (DW)

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

### Attachments:

Agreement WTCPB FY 2008 Proposal WTCPB FY 2007 Final Report

**Recommended by:** 

Approved by:

Economic Development Director Assistant County Administrate

10-15-07 Date 10-22-07 Date

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs Operating Revenues Program Income (PBC) In-Kind Match (PBC) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS	<b>2008</b> 99,000 99,000	2009	2010	<b>2011</b>	2012
(Cumulative)		<u></u>			- 
Is Item Included In Current I	Budget?	Yes	<u>K</u> No		
<b>Budget Account Number:</b>					
Fund <u>1539</u> Department	<u>764</u> Unit	<u>1220</u> Ob	ject <u>3401</u>	Program Code	
<b>B. Recommended Sources of</b> \$99,000 from 1539-764-1220-3		ary of Fiscal	Impact:		
C. Departmental Fiscal Revie	ew: Hat	julet	210/9	07	
	III. REVIE	W COMMEN	NTS		
A. OFMB Fiscal and/or Co	ontract Dev. and	1 Control Corr	ments:		
Jm. C. 10-17 10 OFMB 10/17 OFMB	010107	Contraction	to Dev. and Control This Cont	ract complies wi	10118107
B. Legal Sufficiency:		10/**/ )	The of	eview requirement	its.
Assistant County Attorn	$\frac{2}{10}$		of H	nis con actine	2 date tract is
C. Other Department Revie	ew:				
Department Director	<u></u>				

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

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

THIS AGREEMENT is entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2007 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and World Trade Center Association Palm Beach, Inc., a not-for-profit Florida corporation, having its principal place of business at Phillips Point, West Tower, 777 South Flagler Drive, Suite 800, West Palm Beach, Florida 33401, hereinafter referred to as "WTCPB", whose Federal I.D. number is 65-0976620.

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

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

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

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

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

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

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

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

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

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

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

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

#### **Recitals**

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

#### PART I

#### **TERMS OF THE AGREEMENT**

### Scope of Services

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

#### Effective Date and Term

The effective date of this Agreement shall be the  $1^{st}$  day of October 2007. The term of this Agreement shall be <u>twelve (12) months</u> from the effective date of this Agreement. This Agreement shall end on the <u>30th</u> day of <u>September 2008</u>.

#### Funding

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

### Performance Period

WTCPB shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. In any event, all services required hereunder shall be completed by WTCPB no later than <u>September 30, 2008</u>.

### Method of Payment

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

### Conditions on which Payment is Contingent

### Financial Accountability

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

#### Reports

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

#### PART II

### **GENERAL CONDITIONS**

# Opportunities for Residents and Civil Rights Compliance

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

# Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, WTCPB shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in and/or owned by residents of Palm Beach County.

## Federal and State Tax

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

### Governing Law and Venue

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

#### Binding Effect

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

# Construction of Agreement

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

#### Recognition

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

#### No Forfeiture

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

#### <u>Default</u>

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

#### Failure to Comply

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

#### Waiver

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

#### **Termination**

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

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

payment to WTCPB until such time as the exact amount of damages due to the COUNTY from WTCPB is determined.

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

Stop working under the Agreement on the date, and to the extent specified, in the notice of termination.
 Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.

3. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

4. Prepare all necessary reports and documents required by the terms of the Agreement up to the date of termination, including a final report due at the end of the project, without reimbursement for services rendered in completing said reports beyond the termination date.

#### Amendments

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

### Personnel

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

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

# **Evaluation and Monitoring**

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

#### Insurance

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

# A. Commercial General Liability

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

# B. Professional Liability

WTCPB shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of WTCPB's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, WTCPB shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, WTCPB shall purchase a SERP with a minimum reporting period not less than 3 years. WTCPB shall provide this coverage on a primary basis.

# C. Worker's Compensation Insurance & Employers Liability

WTCPB shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. WTCPB shall provide this coverage on a primary basis.

### D. Additional Insured

WTCPB shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured -Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." WTCPB shall provide the Additional Insured endorsements coverage on a primary basis.

# E. Certificate(s) of Insurance

Prior to execution of this Agreement, WTCPB shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) days endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder shall read "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10<sup>th</sup> Floor, West Palm Beach, FL 33401."

# F. Right to Review

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

# G. Waiver of Subrogation

WTCPB hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then WTCPB shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should WTCPB enter into such an agreement on a pre-loss basis.

### Indemnification

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

# Successors and Assigns

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

#### <u>Remedies</u>

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

by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### Conflict of Interest

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

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

### Excusable Delays

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

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

#### <u>Arrears</u>

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

# Independent Contractor Relationship

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

#### Access and Audits

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

#### Non-Discrimination

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

### Severability

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

#### Public Entity Crimes

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

# Availability of Funds

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

# Data Becomes COUNTY Property

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

#### Authority to Practice

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

<u>Notice</u>

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

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

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

With a copy to:

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

And if sent to WTCPB shall be addressed to:

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

# Entirety of Contractual Agreement

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

#### Criminal History Records Check

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

# Regulations; Licensing Requirements

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

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

ATTEST:

By:

SHARON R. BOCK CLERK & COMPTROLLER

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

Deputy Clerk

By:

By:

Addie L. Greene, Chairperson

WITNESS: By: (Signature) di Name (type or print)

CONSULTANT: WORLD TRADE CENTER ASSOCIATION PALM BEACH, INC.

Economic Development Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By:

Assistant County Attorney

#### <u>EXHIBIT A</u> SCOPE OF SERVICES

### **OBJECTIVES**

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

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

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

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

### PALM BEACH COUNTY STRATEGIES

In order to meet the goals of prosperity and positioning of Palm Beach County, the County's Economic Development Office has set the following strategies as part of one of the five strategic directions included in the BCC adopted Strategic Economic Plan:

- Education for:
  - Small business
  - Export companies
  - Minority businesses
  - Colleges, universities and school system
- Technical assistance to export-ready companies
  - One-on-one assistance
  - Business resources available in PBC
  - Arrange meetings between international and local companies
  - Introduction to consul generals, commercial trade officers
- Creating an appropriate business environment for international cluster formation:
  - Policy analysis
  - Trade missions
  - Attract financial institutions
  - o Attract "industries of the mind" companies
- Private-public participation
  - o International Investment Council
  - International Real Estate Council
  - Chambers of Commerce
  - Other international organizations (other WTC and private companies)
- Intergovernmental coordination (International/state/county/city)
  - Marketing
  - Financial incentives
  - Business regulation
  - o Import/export with federal agencies
  - Service industries: identify RFPs, RFQs and bids
  - Participate in Enterprise Florida international meetings and program initiatives
- Business attraction & recruitment
  - o Orientation programs for industry cluster companies
  - Orientation programs for banking institutions, insurance and equity companies
  - Orientation programs for foreign World Trade Centers in target countries to joint / venture in PBC opportunities
  - Identification of leads from global network
- Database collection to support policy decisions

# **SCOPE OF SERVICES**

A. WTCPB agrees to work towards the accomplishment of the above objectives and strategies, and complete the following deliverables for FY 2008:

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COS
EDUCATION			. <u>L</u> L	
	Market the PBCC Export-Import Courses	T	k/	£2.00
	WTCPB will market 3 Palm Beach Community	# Courses marketed: 3	Year round	\$2,00
	College export import courses to businesses on	# Courses markeled: 3		
	the export import database and listed with the	# Businesses contacted		
	office of small business. WTCPB will identify	# Dusinesses contacted	[	
	through the office of small business the	# Events in which the courses were		
	minority-owned businesses in the county for the	marketed		
	purpose of encouraging their attendance at	marketeu		
	coursework and utilization of technical services.			
	It will augment the marketing of this program			
	by promoting it via e-announcements and its			
	web site. It will promote actively in their			
	speaking engagements and media relations			
	programs.			
	Provide Seminance I de la marca			
	Provide Seminars on International Trade Chambers of commerce will be asked to		Year round	\$10,00
	support and collaboratively market	# Seminars offered: 8		
	international trade seminars. The seminara			
	will be open to all businesses in the county,	# Attendees per seminar		
	including marketing that will be directed			
	toward chamber memberships, the businesses			
	identified in the county's exporter/ importer			
	database, and minority-owned businesses.			
	The seminars will provide information about			
	doing business in: the Caribbean, Canada,			
	United Kingdom, Ireland, Germany, Italy,		· ·	
	Spain, and Central America respectively.			
	Seminars will be offered in the $2^{nd}$ and $3^{rd}$			
	months of each quarter. Each seminar will be conducted at a different chamber location			
	until all eight chambers have had the			
	opportunity to host one seminar. We will			
	work with the North Palm Beach, Boca			
	Raton, Palm Beaches, Palms West, Black,			
	Hispanic, Cultural and Women's Chambers			
	of Commerce in bringing these programs to			
	fruition.			
<u> </u>				
	Offer an On-line Export Management		11/2007	\$10,000
	Certification Program	# Students registered		
	WTCPB will offer an on-line export	ç		
	management certification program for the	# Students that received a		
	purpose of growing high-skill, high-pay jobs	certification		
	and a local pool of talent prepared to lead			
	businesses into expansion opportunities beyond	Program outcome: Benefits to		
	ob condens. WICFD will add to its web site	students in the job market and in		
	and the County's web site a complete 5-course	finding business opportunities abroad		
	on-line program culminating in Export Management Certification. WTCPB will			
	manage the site, which includes marketing,			
	registration, collection of fees and issuance of			
	certificates.			
	· · · · · · · · · · · · · · · · · · ·		1	

DELIVERABLE	PERFORMANCE MEASURE	DATE	COS
ASSISTANCE TO EXPORT-READY COMP	ANIES		
Create a PBC Export Resources Webpage		11/2007	\$1,60
	Webpage created		
	# Hits		
which an individual or company can assess his	· · · · ·		
or her of their export readiness, as well as be			
F			
or expand upon export opportunities.			
Create an On-line Trade Lead Webpage		1/2008	\$15,00
WTCPB will create an on-line trade lead page	Webpage created		
	# Hits		
		· · · ·	
almounce goods and services to be bought or sold from around the world			
		11/2007	\$7.50
	# Hours per week worked by	11/2007	\$7,50
strategist whose technical assistance will be	Constraint		
available upon demand from businesses listed	# Clients assisted in chronological	·	
with the County Office of Small Business as wel	lorder and type of assistance		
as to business owners directly. WTCPB will	(business/individual name, date,		
provide services up to 15 hours per week with	assistance needed, assistance provided		
individual companies desirous of building expor	t and outcome in terns of international		
or import capacity.	trade)		
		Year round	\$
w ICPB will assist as needed with protocol			
most notably here for an orientation to the			
direction of the County, WTCPB will assist in			
handling the issues of protocol that may arise			
during the visit of a foreign dignitary.			
	<u> </u>		
Conduct Familiarization (FAM) Tours	# of FAM tours: 4	9/2008	\$4,00
WTCPB will recruit and conduct 4 county			-
	Report of FAM tours		
foreign banks and non-US-based bioscience			
companies from the same countries, in			
Board. These are 2-day orientations and will			
Introduce ministers of the de Carrier 10 1			
introduce ministers of trade, Consul Generals			
and representative business leaders to the			
and representative business leaders to the local business market and key attractions for			
and representative business leaders to the			
and representative business leaders to the local business market and key attractions for			
and representative business leaders to the local business market and key attractions for foreign CEOs. BLIC PARTICIPATION Create an International Investment		10/2007	\$15,00
and representative business leaders to the local business market and key attractions for foreign CEOs. BLIC PARTICIPATION Create an International Investment Council	Report on the creation of the	10/2007	\$15,00
and representative business leaders to the local business market and key attractions for foreign CEOs. BLIC PARTICIPATION Create an International Investment Council WTCPB will create and facilitate an	Report on the creation of the International Investment Council	10/2007	\$15,00
and representative business leaders to the local business market and key attractions for foreign CEOs. BLIC PARTICIPATION Create an International Investment Council		10/2007	\$15,00
and representative business leaders to the local business market and key attractions for foreign CEOs. BLIC PARTICIPATION Create an International Investment Council WTCPB will create and facilitate an International Investment Council. It will chair and facilitate a committee, setting forth its	International Investment Council	10/2007	\$15,00
and representative business leaders to the local business market and key attractions for foreign CEOs. BLIC PARTICIPATION Create an International Investment Council WTCPB will create and facilitate an International Investment Council. It will chair	International Investment Council (Members, type of businesses	10/2007	\$15,00
	ASSISTANCE TO EXPORT-READY COMP. ASSISTANCE TO EXPORT-READY COMP. Create a PBC Export Resources Webpage WTCPB will create a County export resources webpage bringing together the exporting tools offered by the US Department of Commerce, International Trade Administration and Export USA. WTCPB will implement an internet landing page providing access to the tools by which an individual or company can assess his or her or their export readiness, as well as be provided with a multitude of resources to enter or expand upon export opportunities. Create an On-line Trade Lead Webpage WTCPB will create an on-line trade lead page that will be open to all county businesses. Trade leads will be drawn from the "member only" files of WTCA. To the extent possible, WTCPB will differentiate the list into buy-sell categories by industry. The trade leads will announce goods and services to be bought or sold from around the world. Provide Individualized Assistance to Businesses WTCPB will assign an international trade strategist whose technical assistance will be available upon demand from businesses listed with the County Office of Small Business as well as to business owners directly. WTCPB will provide services up to 15 hours per week with individual companies desirous of building expor or import capacity. Assist with Protocol WTCPB will assist as needed with protocol advice regarding visits by foreign dignitaries, most notably here for an orientation to the County as a premiere location into which their country's businesses could expand. At the direction of the County, WTCPB will assist in handling the issues of protocol that may arise during the visit of a foreign dignitary. VIRONMENT TRACTION & RECRUITMENT Conduct Familiarization (FAM Tours) for for erign banks and non-US-based bioscience companies from the same countries, in coordination with the Business Development	ASSISTANCE TO EXPORT-READY COMPANIES Create a PBC Export Resources Webpage WTCPB will create a County export resources webpage bringing together the exporting tools offered by the US Department of Commerce, international Trade Administration and Export USA. WTCPB will implement an internet landing page providing access to the tools by which an individual or company can assess his or her or their export readiness, as well as be provided with a multitude of resources to enter or expand upon export opportunities. Create an On-line Trade Lead Webpage WTCPB will create an on-line trade lead page that will be open to all county businesses. Trade leads will be drawn from the "member only" files of WTCA. To the extent possible, WTCPB will differentiate the list into buy-sell categories by industry. The trade leads will announce goods and services to be bought or sold from around the world. Provide Individualized Assistance to Businesse WTCPB will assign an international trade strategist whose technical assistance will be available upon demand from businesses stisted with the County Office of Small Business as well Order and type of assistance tas to business owners directly. WTCPB will provide services up to 15 hours per week with assistance needed, assistance provided individual companies desirous of building exportand outcome in terns of international r import capacity.  Assist with Protocol WTCPB will assist as needed with protocol advice regarding visits by foreign dignitaries, most notably here for an orientation to the County as a premiere location into which their county's businesse could expand. At the direction of the County, WTCPB will assist in handling the issues of protocol that may arise during the visit of a foreign dignitary.  VIRONMENT TRACTION & RECRUITMENT Conduct Familiarization (FAM) Tours WTCPB will recruit and conduct 4 county with the same countries, in coordination with the Business Development	ASSISTANCE TO EXPORT-READY COMPANIES Create a PBC Export Resources Webpage WTCPB will create a County export resources webpage bringing together the exporting tools offered by the US Department of Commerce Hits MTCPB will implement an Internet anding page providing access to the tools by which an individual or company can assess his or her or their export readiness, as well as be provided with a multitude of resources to enter or expand upon export opportunities. Create an On-line Trade Lead Webpage WTCPB will create an on-line trade lead page that will be open to all county businesses. Trade leads will be drawn from the "member only" files of WTCA. To the extent possible WTCPB will differentiate the list into buy-sell categories by industry. The trade leads will announce goods and services to be bught or sold from around the world. Provide Individualized Assistance to Businesses WTCPB will assign an international trade with the County Office of Small Business as well or sold from around from businesses listed with the County Office of Small Business as well order and type of assistance is to businesses could expand. At the free tright for Cance MCPB will assist in handling the issues of protocol that may arise during the visit of a foreign dignitary. WTCPB will access for the county arise, in additing the issues of protocol that may arise during the visit of a foreign dignitary. WTCNENT ERACTION & RECRUTTMENT Conduct Familiarization (FAM) Tours foreign banks and non-US-based bioscience companies from the same countries, in coordination with the Business Development

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COS
	Continue working with the Real Estate		9/2008	\$
		List of recommendation made by the	]	
· .	WTCPB will convene the Real Estate Steering	Real Estate Steering Committee		
	Committee as needed to bring forward its			
	recommendations for data collection regarding	Meeting minutes		
	foreign investment in non-residential real estate			
	in the county. The steering committee will meet			
	with the OEDP to identify the most important			
	piece of information from among the			
	committee's five recommendations. If			
	such information is best collected via an			
	added field of inquiry on the county's			
	Business Tax Receipts, then the OEDP will			
	make a presentation along with the steering			
	committee to the proper authorities.			
NTERGOVER	NMENTAL COORDINATION			
	Conduct a Trade Mission		3/2008	\$11,37
	WTCPB will conduct one outbound and inbound	# Trade Missions: 1		
	trade mission that assists local businesses in			
	penetrating global markets. Missions will be	Report the outcome of the trade	· · · · ·	
	open to all industry representatives and will	mission (participants, potential		
	include on-location orientations and business	investments, benefit to local	1	
	matchmaking. Missions will announce the	businesses, etc.)		
	industries of interest and geographic locations			
	that focus on those countries which are in the top			
	of the ranks with regard to local business			
	investments.			
	Market International Events and Business		10/2007	¢4.00
		# Press releases	10/2007	\$4,80
	WTCPB will work collaboratively with the	# Press releases		
	County's Department of Public Affairs to			
	provide an average of 2 press releases per	Copies of press releases	}	
	month (up to 30 days beforehand) that			
	highlight a forthcoming event of significant	· ·		
	business interest, or a success that has or will			
	have a positive economic impact, or a study			
	we have conducted that has meaning to the			
	local business community.			
	Assist in Broadcasting International		Year round	\$7,97
	0	# TV shows that WTCPB assisted in		
	WTCPB will assist in the creation of community			
	television programming that will highlight			
	international business development activities and	Summary repot of all activities		
	accomplishments. Channel 20 will be provided			
	consultation and materials specific to the			
	creation of a series of 30-60 minute programs			
	designed to introduce industry experts who will			
	discuss their cluster's developments. Channel 20			
	and The League of Cities will be invited to			
	participate in the FAM Tours. Thirty days lead			
	time will be provided to facilitate scheduling and			
	marketing.			
DATABASE CO	DLLECTION			
	Update Exporter-Importer Database	· · · · · · · · · · · · · · · · · · ·	09/08	\$9,75
	WTCPB will update and maintain the existing	Updated exporter-importer database		
	Exporter/Importer database and provide an			
	annual report regarding the decline/growth of			
	exports by industry and dollar volume.			
		TOTAL	1	99,000

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

### EXHIBIT B REPORTING FORM

# Date

Signature

Quarterly Reports	Reporting Period	Due Date
$\Box$ 1 <sup>st</sup> Quarter	Oct. 1 - Dec. 31, 2007	January 15, 2008
□ 2 <sup>nd</sup> Quarter	Jan. 1 - March 31, 2008	April 15, 2008
□ 3 <sup>rd</sup> Quarter	April 1 - June 30, 2008	July 15, 2008
□ 4 <sup>th</sup> Quarter	July 1 - Sept. 30, 2008	October 15, 2008

# **PERFORMANCE MEASURES**

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



World Bade Conter Pain Beach

September 1, 2007

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

Dear Mr. Johns:

We are pleased to have the opportunity to propose a 12-month agreement for the period October 1, 2007 through September 30, 2008. It is in the amount of \$150,000. This twelve (12) month proposal is a successor to **Agreement R2006-2317** due to expire on September 30, 2007. This successor proposal is specific to the county and the funding that is proposed is the only funding that will be received to accomplish these objectives. We are eager to contribute to the success of the county's future.

Moving forward based on results from our **Agreement R2006-2317** during fiscal year 2006-2007, and in keeping with the outcomes of the county's 2005 economic summit, we believe that there is a mandate to continue our business relationship. Specifically, for the successor year, we have identified the following areas:

- Implement a trade development system. Educational offerings will be expanded in outreach and be marketed directly by us. Additionally, we will provide technical assistance to local exporters/importers and small businesses that will create and implement a custom plan for the purpose of increasing annual sales volumes. Trade missions will be designed to correspond to industry interests and geographic locations.
- Update and maintain the exporter/importer database and provide an annual report that will demonstrate outcomes in keeping with the county's desire to increase company sales volumes and companies entering the export/import markets.
- Lead a steering committee (comprised of a cross-section of business, political, and financing institution interests) that will be charged with recommending strategies designed to attract international funding sources to the county.
- Lead a steering committee that will be charged with implementing its prior recommendations for data collection specific to foreign investments in local non-residential real estate.
- Conduct familiarization tours that will attract international banking interests and non-USbased bioscience interests to a county orientation.
- Assist the county with marketing and branding specific to its international economic development objectives. This will include public relations and media coverage assistance and recommendations, as well as specific content development advice.

We have demonstrated our ability in solving challenges you face, and we continue to provide leadingedge expertise with a record of success.

Sincerely,

Mr. Louis Haddad, President

# INTERNATIONAL BUSINESS DEVELOPMENT PALM BEACH COUNTY, FL USA

#### PRESENTED TO:

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

PRESENTED BY:

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

September 1, 2007

## PALM BEACH COUNTY INTERNATIONAL TRADE SYSTEM STRATEGIES

The WTCPB will continue working towards the goals of prosperity and positioning of Palm Beach County as part of one of the five strategic directions included in the BCC adopted Strategic Economic Plan.

- Education for:
  - Small business
  - Export companies
  - Minority businesses
  - Colleges, universities and school system
- Technical assistance to export-ready companies
  - One-on-one assistance
  - Business resources available in PBC
  - Arrange meetings between international and local companies
     Introduction to consul generals, commercial trade officers
- Creating an appropriate business environment for international cluster formation:
  - Policy analysis
  - Trade missions 0
  - 0 Attract financial institutions
  - Attract "industries of the mind" companies
- Private-public participation
  - International Investment Council
  - International Real Estate Council 0
  - Chambers of Commerce
  - Other international organizations (other WTC and private companies)
- Intergovernmental coordination (International/state/county/city)
  - Marketing
  - Financial incentives
  - Business regulation
  - Import/export with federal agencies

  - Service industries: identify RFPs, RFQs and bids
     Participate in Enterprise Florida international meetings and program initiatives
- **Business attraction & recruitment** 
  - Orientation programs for industry cluster companies
  - o Orientation programs for banking institutions, insurance and equity companies
  - Orientation programs for foreign World Trade Centers in target countries to joint / 0 venture in PBC opportunities
  - Identification of leads from global network 0
- Database collection to support policy decisions

# WORLD TRADE CENTER PALM BEACH FY 2008 SCOPE OF SERVICES

The proposed WTCPB Scope of Services will accomplish the above County's objectives and strategies for international trade. Some of the deliverables fit more than one objective; however, it will be listed only once.

STRATEGY	DELIVERABLE	MEASURE/HOURS	DATE	COST
			an a	1 AS 3
DUCATION				
	PBCC export import courses will be marketed to businesses on the export import database and listed with the office of small business. We will identify through the office of small business the minority- owned businesses in the county for the purpose of encouraging their attendance at coursework and utilization of technical services.	We will augment the marketing of this program by promoting it via e-announcements and our web site. We will promote actively in our speaking engagements and media relations programs.	On-going	\$2,000
	Chambers of commerce will be asked to support and collaboratively market international trade seminars. The seminars will be open to all businesses in the county, including marketing that will be directed toward chamber memberships, the businesses identified in the county's exporter/ importer database, and minority-owned businesses.	Eight seminars will be offered. The eight seminars will provide information about doing business in: the Caribbean, Canada, United Kingdom, Ireland, Germany, Italy, Spain, and Central America respectively. Seminars will be offered in the 2 <sup>nd</sup> and 3 <sup>rd</sup> months of each quarter. Each seminar will be conducted at a different chamber location until all eight chambers have had the opportunity to host one seminar. We will work with the North Palm Beach, Boca Raton, Palm Beaches, Palms West, Black, Hispanic, Cultural and Women's Chambers of Commerce in bringing these programs to fruition.	On-going	\$10,000
	WTCPB will offer an on-line export management certification program for the purpose of growing high-skill, high- pay jobs and a local pool of talent prepared to lead businesses into expansion opportunities beyond US borders.	We will add to our web site and link to the county web site, a complete 5-course on-line program culminating in Export Management Certification. World Trade Center Palm Beach will manage the site, to include marketing, registration, collection of fees and issuance of certificates. This effort will take 33 hours to plan and execute, as well as 100 hours to create and to maintain the on-line facility.	11/2007	\$10,000
	resources page bringing together the exporting tools offered by the US Department of Commerce, International Trade Administration and Export USA.	We will implement an internet landing page providing access to the tools by which an individual or company can assess his or her or their export readiness, as well as be provided with a multitude of resources to enter or expand upon export opportunities. This effort will take 5 hours to plan and execute, as well as, 10 hours to create and to maintain the on- line facility.	11/2007	\$1,600

1

STRATEGY	DELIVERABLE	MEASURE/HOURS	DATE	COS
TECHNICAL	ASSISTANCE TO EXPORT-READY COMP	ANTEC	1	<u>19-25), (</u> ,
		ANIES		
	WTCPB will create an on-line trade lead page that will be open to all county businesses. Trade leads will be drawn from the "member only" files of WTCA. To the extent possible, we will differentiate the list into buy-sell categories by industry.	We will create a trade lead page on-line and make it accessible to everyone. The trade leads will announce goods and services to be bought or sold from around the world. This effort will take 25 hours to plan and execute, as well as 300 hours to create and to maintain the on-line facility.	1/2008	\$15,00
	WTCPB will assign an international trade strategist whose technical assistance will be available upon demand from businesses listed with the County Office of Small Business as well as to business owners directly.	We will provide services up to 5 hours per month as requested to reinforce training via scheduling one- on-one consulting with individual companies desirous of building export or import capacity. We will document the consultations and the international alliances they foster.	11/2007	\$7,50
	WTCPB will assist as needed with protocol advice regarding visits by foreign dignitaries, most notably here for an orientation to the County as a premiere location into which their country's businesses could expand.	We will assist the County in handling the issues of protocol that may arise during the visit of a foreign dignitary. This assistance will be provided freely and at the direction of the County.	On-going	\$
	VIRONMENT			
BUSINESS AT			<u> </u>	
DDT/ATE-DI	WTCPB will recruit and conduct county orientations for foreign banking and non-US-based bioscience interests. We will work with the BDB as appropriate to the expressed interests of a business.	Construct and operate a county orientation program (FAM Tours) for foreign banks and bioscience companies that are from the same countries as those who will be participating in our FAM tours. These are 2- day orientations and will introduce ministers of trade, Consul Generals and representative business leaders to the local business market and key attractions for foreign CEOs. The Palm Beach County Business Development Board will participate.	9/2008	\$4,00
PRIVATE-PU	BLIC PARTICIPATION		L	
	WTCPB will create and facilitate an International Investment Council.	We will chair and will facilitate a committee, setting forth its charge, and meet as needed in the months of October, November, January, April, and August.	10/2007	\$15,000
	WTCPB will convene the real estate steering committee as needed to bring forward its recommendations for data collection regarding foreign investment in non-residential real estate in the	The steering committee will meet with the OEDP to identify the most important piece of information from among the committee's five	9/2008	\$0

STRATEGY	DELIVERABLE	MEASURE/HOURS	DATE	COST
an a				webster.
	county.	recommendations. If		
	· · · · · · · · · · · · · · · · · · ·	such information is best		
		collected via an added field of	· · 1	
		inquiry on the county's Business		
		Tax Receipts, then the OEDP will		
		make a presentation along with		
		the steering committee to the		
		proper authorities.		
		proper autionties.		
INTERGOVER	NMENTAL COORDINATION		<b>4</b>	
	WTCPB will conduct one outbound and	Missions will be open to all	3/2008	\$11,37
	inbound trade mission that assists local	industry representatives and will		
	businesses in penetrating global	include on-location orientations		
	markets.	and business matchmaking.		
		Missions will announce the		
		industries of interest and	· · · •	
	· ·	geographic locations that focus		
		on those countries which are in		
		the top of the ranks with regard		
		to local business investments.		
	WTCPB will work collaboratively with the	We will provide an average of 2	10/2007	\$4,800
	County's Department of Public Affairs.		10/2007	ቅግ,୦୦୦
	councy's Department of Public Analis.	press releases per month (up to		
		30 days beforehand) that		
		highlight a forthcoming event of		
		significant business interest, or a		
		success that has or will have a		
		positive economic impact, or a		
		study we have conducted that		
		has meaning to the local business		
		community.		
		communicy.		
	WTCPB will assist in the creation of	Channel 20 will be provided	On-going	\$7,973
	community television programming that	consultation and materials		
	will highlight international business	specific to the creation of a		
	development activities and	series of 30-60 minute programs		
	Accomplishments.			
		designed to introduce industry		
		experts who will discuss their		
		cluster's developments.		
		Channel 20 and The League of		
		Cities will be invited to participate		
	1			
		in the FAM Tours. Thirty days		
		lead time will be provided to		
		facilitate scheduling and	1	
		marketing.		
ATABASE CO	LLECTION		]	
	WTCPB will update and maintain an	Update existing database and	09/08	\$9,752
	Exporter/Importer database and provide	provide an annual report	00,00	45,152
	an annual report.			
		regarding the decline/growth		
		of exports by industry and		
		dollar volume.		
		TOTAL	\$9	9,000
				-/

# CORPORATE HISTORY AND OVERVIEW

#### State of Florida Background

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

#### World Trade Center Palm Beach Background

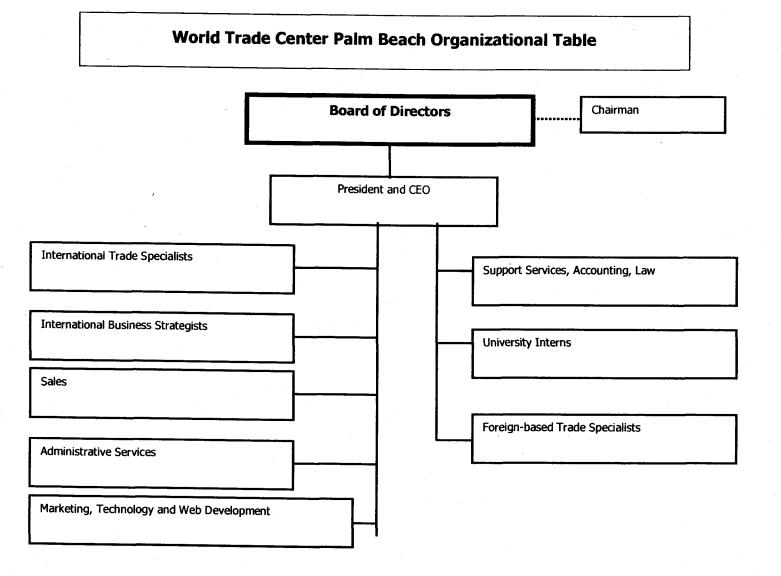


The World Trade Center Palm Beach operates independently as a licensed center and has become the lead entity on international trade issues. We focus on an area comprised of the counties of Palm Beach, Martin, St. Lucie, Indian River, Okeechobee and Hendry, with a written agreement to manage activities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

- Established in 1999, one of what are today about 278 trade center licenses in over 78 countries.
- WTC Palm Beach is a 501 [c](6) corporation registered in the state of Florida.
- Its mission is to add wealth and jobs in its economic region through international trade, export/import development, and allied activities. Its motto is "Peace and Stability Through Trade".
- A membership-based, non-profit economic development organization operating under a 25-person board of directors.
- The WTC Palm Beach offers a wide range of international trade promotion, educational, and legislative programs and services. Trade events are regularly targeted to over 6,000 individuals and their companies throughout South Florida and the Treasure Coast via e-mail, fax, and hard-copy announcements, flyers, and newsletters. Additional outreach is achieved through press releases, advertising, and its website www.wtcpalmbeach.com.
- We offer to our members reciprocal agreements worldwide, access to facilities and services and in short assistance to companies and government to identify and compete for international business.
- Last year we held more than 27 events designed to address topical issues for local businesses interested in expansion. By virtue of affiliation with us a business such as UEM Group in West Palm Beach, a multidisciplined environmental services company specializing in providing turn-key design and construction

services in water and wastewater for industries and municipalities, has immediate access to Sao Paulo, Beijing, the Caribbean and the countries of the European Union for example.

- We have hosted several economic development summits in Palm Beach County for various dignitaries and investors from foreign countries: Japan, Italy, Chile, Germany, Mexico, Argentina, Canada, Brazil, Uruguay and South Africa and organized trade delegations to Mexico, Argentina, Italy, Canada, St. Lucia, and Japan; participated in the Free Trade America Agreement meeting in Brazil; traveled with the governor on Enterprise Florida missions to Brazil and Costa Rica; and organized two dozen luncheon and dinner events for the Diplomatic Corp in West Palm Beach.
- We have created custom market research reports such as one for a Chinese-based US textile firm desiring identification of finished goods markets that match their criteria and western hemisphere cut and sew factories.
- We are proud of receiving the international business of the year award for 2003 from the International Business Council of South Florida in Fort Lauderdale, for having the founder recognized by CEO magazine as one of south Florida's 101 most influential people in international trade two years in a row, and for recognition by the US Department of Commerce as a significant contributor to our economic region. In fact, the US foreign commercial service brought its western hemisphere outlook conference and training program to Palm Beach County. This was the first time that an outside agency had been entrusted with the operation of the Outlook program.
- The law firm of Richard Lehman and Associates and the firm of RSM McGladrey are examples of local companies that have used our capabilities to pull together a program at which they are featured, such as *Money Beyond Borders*.
- World Trade Center Palm Beach and the Port of Palm Beach joined forces in 2005 to host the North American regional meeting of 54 world trade centers from the United States and Canada. The mid-week conference luncheon presented *The State of Florida Ports: Trade and Transportation* and was attended by 250 local business, government and community leaders.



# World Trade Center Palm Beach Board of Directors

Randy Avon Peter Bozetarnik Lawrence Casey Jeffrey Codella Nathaniel Harrington Richard Lehman Chip Lubeck William Metzger Anita Mitchell Edward Oppel Fred Rustmann Robert Sanders **Brenton Schillenger** Rudy Easterling Charles Teboul William Wilkins Alfred Zucaro Maria Zucaro

President, Asia Pacific Development Corporation Managing Partner, RSM McGladrey PBC Staff, Congressman E. Clay Shaw President, Blue Water Coastal International Properties, Inc P.I.O., Palm Beach County School District Esquire, Richard Lehman and Associates Lubeck Real Estate and Realtors Association of the Palm Beaches Executive Director, Film Institute President, The Mitchell Group Commissioner, Port of Palm Beach Chairman, CTC International Group Esquire, Greenburg Traurig M.D. Regional Manager, United Parcel Service European Representative/Consultant City Manager, Riviera Beach, FL International Council of Advisors, LLC International Council of Advisors, LLC,

# World Trade Center Palm Beach Leadership Team

#### CHAIRMAN

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

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

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

#### **Education:**

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

#### PRESIDENT

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

#### Education:

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

**Barbara Fiedor** oversees international market research/strategies, and foreign business/culture outlook intelligence. With more than 15 years of experience, Ms. Fiedor holds a Bachelor of Arts in International Studies/Political Science from the University of South Florida and a Master of International Affairs from the University of Miami. Her specializations include Regional Economic Models, Impact and Country Risk Analysis, International Finance, Credit Markets, Economics, Trade, and Management. She has spearheaded projects for the Florida International Affairs Commission, and the Small Business Administration, as well as her own company. **Kristian Weis** oversees Brand Management, Marketing, Technology, and Web Development. Mr. Weis has over 20 years of experience with computers, more than a decade of professional experience in the Graphic Arts, and holds a bachelor degree in English. An accomplished illustrator, writer, and Flash programmer, Mr. Weis' broad technical and artistic background brings creative vision and strategy to the Management team. Mr. Weis has managed projects for such Fortune 500 companies as Audi, VW, Dunlop, Motorola, Schering-Plough, Exxon, and Disney, among others.

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

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



World

Received Recei

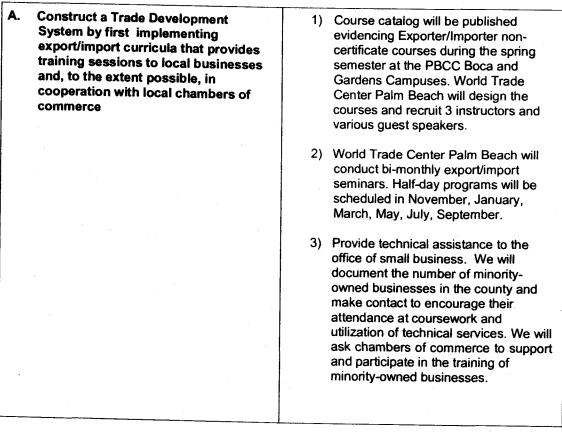
Fourth Quarter Report 2006-2007

World Trade Center Association Palm Beach, Inc.

#### Contact Information

Louis Haddad, President World Trade Center Palm Beach Phillips Point, West Tower 777 South Flagler Drive, Suite 800 West Palm Beach, FL 33401 (561) 644-1717 www.wtcpalmbeach.com

Agreement R2006-2317	
4th Q Start Date: July 1, 2007	4th Q Completion Date: September 30, 2007
Lead Researcher/Project Manager Name: Louis Haddad Institution: World Trade Center Palm Beach	
Other Research/Project Team Members	
Al Zucaro	World Trade Center Palm Beach



# A 1 ) We met this deliverable.

World Trade Center Palm Beach voluntarily assisted PBCC's fall course promotional efforts. Class enrollment was sufficient for the exporting course in Lake Worth to be offered.

# BUSINESS, INDUSTRY & GOVERNMENT



The World Trade Center Palm Beach (WTC-Palm Beach) has partnered with PBCC to offer an International Trade Program. Our mission is to expand business opportunities in Palm Beach County. The WTC-Palm Beach is the hub for international hubber. The WTC-Paim Beach is the hub for international business activity in any industry, bringing efficiency, and productivity to both global and local market-places. As we incorporate education information and the exchange of culture and ck/c responsibility with commerce, we invite you to join us by partici-pating in our international Trade Program. This Spring we are launching three courses with a focus on import and Export. Our courses reads, customized to meet your business needs. introduction to Export/Import IEO OQ10

IEO 0010 \$75.00 This course provides an overview of international trade and is designed for those interested in trading internationally. An overview of the export/import function to include: export/import policies: govern-ment programs and initiatives to promote exports tariff systems: choosing export markets and analyzing exports and imports: developing an export program-setting up an export organization: export/import financing: export/import documentation: export pricing: packaging, shipping traffic and insurance. All course materials included in fee. (9 hours) \$75.00

9/17-10/1 6:00p-9:00p BR 9/18-10/2 6:00p-9:00p LW 108285 M 106286 7

Import Compliance

IEO 0012

\$65.00 IEU 0012 500.00 This course is designed to cover the key requirements for U.S. commercial importing, providing a broad overview as well as opportunities to discuss specific areas of interest. Learn steps for import entry documentation, requirements for foreign invoices, packing lists, customs bonds and other import matters. All course materials included in fee. (8 hours)

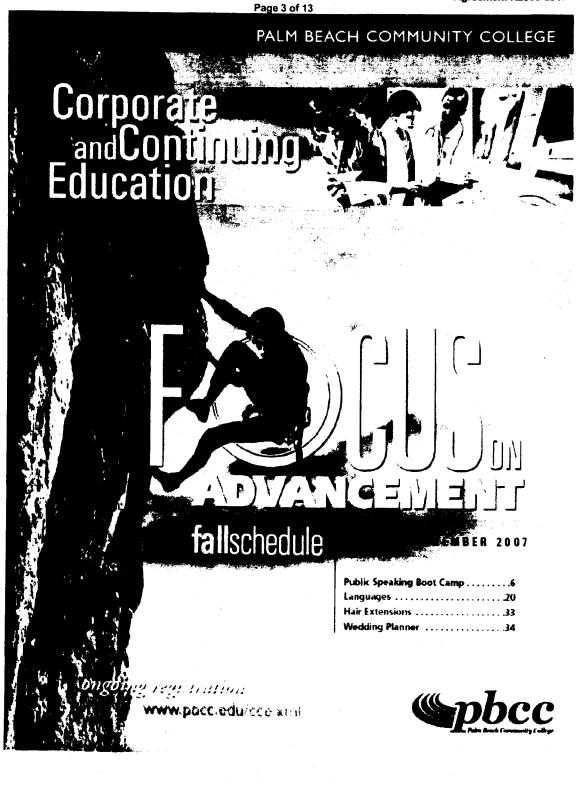
108287 MW 10:8-10/17 6:00p-6:00p LW 108268 T.R. 10/2-10/11 6:00p-8:00p BR

Export Documentation Preparation, Shipping and Insurance IEC 0011 £65.

IEC 0011 £65.00 This course identifies and explains all of the docu-ments required for international shipping and how they impact your ability to efficiently move products around the globa. Experts provide in-depth review and real world examples. Learn how to select the right product or services to export, licenses and limi-tations as you get familiar with exporting out of the United States. All materials included in fee. (8 hours) \$65.00

108310 T/R 9/18-9/27 6:00p-8:00p BR 108311 MW 947-9/26 6:00p-8:00p LW

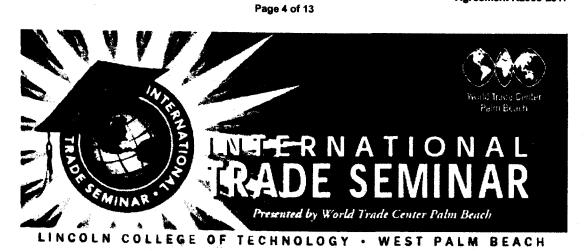
4<sup>th</sup> Quarter Report Agreement R2006-2317



# A 2.) We met this deliverable.

World Trade Center Palm Beach conducted export/import seminars bi-monthly beginning November 2006. Classes were held at Lincoln College of Technology. A total of 65 area business men and women enrolled.

4<sup>th</sup> Quarter Report Agreement R2006-2317



Note: Classes have been videotaped by the PBC Film Institute, compliments of Mr. William Metzger. It is intended that the tapes be converted to DVD for later broadcasting on the county's television channel, the school district's television channel and WTC-TV.

# "Exporting and Importing in Today's Business Environment"

Join us for a discussion of the basics of setting up an export or import business program with a practitioner with over 35 years experience. Whether you are a newcomer or an experienced businessperson, here is an opportunity to keep abreast of necessary information you'll need to make your international transactions more profitable and problem-free.

Presentation by Albert J. Redlhammer, President of Seariders Group and a licensed Customs Broker and Freight Forwarder. Subject matter will cover import and export requirements in a relaxed and participatory environment with emphasis on practical and valuable information.

Joining Mr. Redlhammer is Jerry Watterworth, Senior Vice President, of Regents Bank. Mr. Watterworth will address and answer your questions about some of the most important financial issues that exporters face including getting paid, managing risk and various other aspects of financing for exporters.

We hope to see you there.

WHEN Friday, September 28, 2007 9:00 AM - 12:00 PM

> WHERE Lincoln College of Technology 2410 etrocentreBlvd. Room 113

#### A 3) We met this deliverable.

Page 5 of 13

We have an agreement with the Palms West Chamber of Commerce to collaborate in offering international trade-based education to their members including those who are listed with the county Office of Small Business. It is anticipated that this will lead to cooperation among the remaining chambers of commerce including cultural chambers. The Hispanic Chamber is already on-board. Future offerings will focus on geographic specific classes such as, How to Do Business in the Bahamas, or Costa Rico, etc.

We have worked with the county's office of small business through Hazel Oxidine. We participated with her on the September 18 program operated by the office and supplemented her seminar with an international trade class offering an overview of: understanding letters of credit, steps for exporting, introduction to importing, etc.

At this time, Hazel has not made an electronic file of her businesses available to us. We will continue to work with her and to provide information she can distribute.

We met with BDB's Gary Hines on Friday, June 16. BDB has now included a link to the WTC Website on their website under "Partners". Gary will "survey" his members pertaining to their level of interest in having onsite workshops.

<ul> <li>B. 1. Update and maintain an <i>Exporter/Importer database</i></li> <li>B. 2. Facilitate the established committee that will design a Real Estate Repository of Information Regarding Purchases by Foreigners</li> </ul>	<ol> <li>Update existing database by adding companies with less than \$1M dollars per year in revenue and provide an annual report regarding the decline/growth of exports by industry and dollar volume.</li> <li>Facilitate the established committee that will design a Real Estate Repository of Information Regarding Purchases by Foreigners. World Trade Center Palm Beach will chair and will facilitate the committee, setting forth its charge, and meet in the months of October, November, January, April, and August.</li> </ol>
---	---

B 1) We have met this deliverable.

As of June 2007 the county has grown its exporters/importers doing greater than \$1M/year from 329 companies to 456 companies. Additionally, we identified 72 companies doing less than \$1M/year. The county has been provided a CD containing an interactive acess database as well as an excel database for its use. The database identifies the companies, their locations in county, and their industry codes.

#### Annual Report

Over the past three years, Florida has experienced continued growth in its level of exports. By the end of 2006, Florida ranked sixth in the nation with a total of \$38.55 billion. Also during this period, Palm Beach County experienced increased growth in its exports, with a total value of \$1.24 billion by the end of 2006. During the first quarter of 2007, Palm Beach County's exports were valued at \$3,352,320 million and Florida's were valued at \$10,476 billion.

<u>Florida</u> Ori	gin Exports	Palm Beach	County	Exports
2004	\$29.00	billion		\$.93 billion
2005	\$33.38			\$1.07 billion
2006	\$38.55	billion		\$1.24 billion
l <sup>st</sup> quarter				
2007	\$10,476	billion		\$3.3 billion
Source: U.S. D	epartment of C	commerce; Enterp	rise Flo	rida
		-		

#### Page 6 of 13

Enterprise Florida estimates that for every \$1 billion in export goods of Florida origin, 11,000 jobs are directly supported. In 2006, the value of Palm Beach County exports accounted for approximately 13,627 jobs. According to the Economic Development Research Institute, the total number of non-farm employment in Palm Beach County at the end of 2006 was 599,700. Therefore, 2.3% of Palm Beach County's total non-farm employment is directly supported by international trading activity.

The industry export breakdown is an important element to Florida's continuation of export growth. In 2006, Florida's largest industry of exports was in the high technology area, accounting for 29% of all Florida's origin exports.

The table below shows the industry breakdown of Florida's exports.

NAICS I		orida -Origin	
		oriua -origin	% of Total
	Ex	ports	Florida Origin
	(\$	millions)	Exports
334 Comput	er & Electronic Products	11,060	28.7%
336 Transp	ortation Equipment	6,541	17.0%
333 Machin	ery, Except Electrical	4,353	11.3%
325 Chemic	als	3,948	10.2%
339 Miscel	laneous Manufactured Commodities	2.187	5.7%
335 Electr	ical Equip., Appliances, & Comp.	1,571	4.1%
311 Food a	nd Kindred Products	1,124	2.9%
332 Fabric	ated Metal Products, Nesoi	982	2.5%
322 Paper		968	2.5%
	cs and Rubber Products	628	1.68
	es and Fabrics	493	1.3%
331 Primar	y Metal Manufacturing	439	1.18
327 Nonmet	allic Mineral Products	252	0.7%
	roducts	229	0.6%
323 Printi	ng, Publishing, and Similar Prod	. 186	0.5%
315 Appare	l and Accessories	179	0.5%
	ire and Fixtures	176	0.5%
312 Bevera	ges and Tobacco Products	167	0.4%
316 Leathe:	and Allied Products	162	0.48
324 Petrole	eum and Coal Products	141	0.48
314 Textile	Mill Products	104	0.3%
Total /	11 Manufacturing Industries	35,890	93.1%
Total 1	Clorida-Origin Exports, All Indus	38,545	100.0%

Source: Enterprise Florida, "Florida's Economy at a Glance, June 2007"

In Palm Beach County, the industry breakdown is a bit different. Based upon the data collected in the 2005 – 2007 Palm Beach County Export/Import Databases, the leading sector for exports of Palm Beach County Origin is the construction, building materials, and home supply industries; products used to construct/build and furnish buildings and homes. The second leading industry for exports was high technology and information technology, followed by miscellaneous product manufacturing. The marine and boat industry was fourth.

This was based on the number of Palm Beach County companies (identified in the databases) involved in manufacturing products within these industries, not dollar or market share value. Of the total number of identified Palm Beach County companies involved in exporting and importing, 91% were export oriented. Of this percentage, 69% exported goods manufactured within Palm Beach County.

#### Page 7 of 13

# Palm Beach County Export/Import Databases 2005-2007

Palm Beach County Origin Exports		
Industry Number	of Companies	Percentage
Construction/Bldg. Materials/Supplies	102	35.7%
High Tech & Information Tech.	57	20.0%
Miscellaneous Manufactured Goods	44	15.43%
Boating & Marine	21	7.30%
Agriculture/Food	15	5.26%
Water/Environmental/Air	14	4.90%
Medical Equipment/Supplies	14	4.90%
Printing Equipment & Publications	7	2.50%
Apparel & Accessories	5	1.80%
Aviation & Aerospace Parts	3	1.05%
Transportation	3	1.05%
Total Number of Companies	285	100%

Industry	Number of Companies	Percentage
Services	- 28	21.8%
General Merchandise	26	20.3%
Transportation Vehicles	16	12.5%
Construction/Building	15	11.7%
High Tech	11	8.50%
Tile	7	5.46%
Food/Agriculture	7	5.46%
Heavy Equipment & Auto	6	4.60%
Home Accessories	5	3.90%
Medial Equipment/Supplies	4	3.12%
Aviation		2.30%
Total Number of Companies	128	100%

# B 2) We have met this deliverable.

The committee concluded its initial charge on April 4 and reports the below results and action plan. More specifically, the committee will meet with OEDP and discuss its primary recommendation of data fields to the information collected by the county on its business tax receipt forms. In concert with OEDP, if any recommendation move forward they will move jointly to a recommendation being made to county administration.



# **STEERING COMMITTEE Non-residential Real Estate Foreign**

# Investment

04/04/2007 3:00 PM Government Center 12th Floor Conference Room

Confirmed Attendance
----------------------

Madeline Evans-Ervin Chip Lubeck (absent) Tom Milana Greta vonUnruh (absent) Al Zucaro

**Minutes** 

Excused: Troy McLellan, Tony Macaluso, Gwendolyn Asia-Williams, Steve Balestra, Harvey Goldberg, Scott Grody, Melody Sanger, Gary Hines, Ytonna Finnegan Dropped: Jim Giuseffi, Gail Hughes, Don Lanman

# ACCESSIBILITY ACTIVITY REPORT

Activity	• Owner	Completion Date			
Identifying principals via customs point of entry. WTC will draft letter seeking assistance from Customs and Immigration. Letter will be signed and sent from the	Lou	April 4			
County.					
Homeland Security will exempt this information from publicate are not linked to visa applications. Immigration regional or believed that we should meet with the professional associations. Tax, International and International Business Law,	ffices will have ation leaders wi	E-2 investor visa information. It is			
BDB and Workforce Alliance construct various reports that may contain information of interest for our purpose.	Gary/Greta	April 4			
We need to identify which reports are available from which agency to accomplish this goal.					
Title companies, attorneys, and commercial realtors may voluntarily report if asked. A sampling of each will be contacted to gauge their interest and likelihood of success.	Chip/Tom	April 4			
Based on a sampling, Title Companies may volunteer to have clients complete a survey form. The form will need to be confidential, capture no identifying information, and be a county-created form and request. Such form would be part of the closing documents and closing instructions. Overall, this cold be part of the "doc stamp" paperwork. Use of information will be critical to explain as well as defining "international buyer".					
Review information available from CB Richard Ellis	Lou	April 4			
This international brokerage has a wealth of data that yields information like that which we seek but by nation, state and region. There are no county specific reports or reporting mechanisms.					
Contact a sampling of local multinational companies in an effort to elicit what information specific to our task they have provided officially and on what forms they provided it.	Lou	April 4			

Spoke with Pete Bozetarnik at RSM McGladrey. He said the problem would be that information is considered proprietary and would be "blocked", security issues - if we had asked 2 years ago, no problem. I asked if he would send me a form sample of what they use to gather data- said he would get with his foreign guy - may take a couple of days.		
Spoke with Bravo Foods Int'l. Since they are a Public company, they have a reporting requirement to the Securities Exchange		
Discuss with the County Division of Occupational Licenses the likelihood of adding a NACIS data field to their Business Tax forms	Kevin	April 4
This remains a possibility.		
Verify County access to Dun and Bradstreet reports that identify applicable business information	Kevin	April 4
Identify applicable information available and source from NAR, FAR, International Realtors Association, national or international programs and events, or other real estate	Chip/Tom	April 4
related associations or agencies		
See CB Richard Ellis response above.		
	Lou	April 4
Spoke with Bruce at length. The GIS system is sophisticated but data provided. County does not now collect the type of informati	can only plot	t based on

Note: The committee has identified five key areas to initiate data collection. In no particular order they are: 1) NAICS Code; 2) Origin Country; 3) Purchase Price/Lease Terms; 4) What Purchased and Size; and 5) Number of US Workers vs. Total Workforce On-site.

Note: It is the committee's recommendation that initial data collection trials be provided from sources on a voluntary basis with the possible exception of data fields that can be added to Business Tax Forms. In preparation for writing a set of specifications for database creation, committee members will explore accessibility to information based on their areas of expertise. There are repositories of information that currently exist that may or may not yield county specific target data. Above is an activity table that corresponds to what we believe are existing information pools.

Future activity: Contact consul offices to provide known information specific to task. For example, Canadian consulate publishes a report on Canadian business interests in Florida. Other consuls of interest would include: Germany, Netherlands, UK, Venezuela, Italy and Spain.

Also, check in with the bi-national chambers of commerce and the heads of local cultural councils.

#### Page 10 of 13

C. Organize International Banking Interests With Whom We Have Held Initial Meetings	Construct and operate a county orientation program for 4 foreign banks of not more than 2- days duration in conjunction with the Palm Beach County Business Development Board.

#### We have met this deliverable

On April 24, 2007, met with representatives from two European banks at The Governors Club. They were:

Ms. Ingeborg Warschle, Bankdirektorin, International Real Estate, Helaba Bank (Germany)

Mr. Georg Blaschke, VP, Intl. Real Estate, Helaba Bank (Germany)

Mr. Erik Van Den Pol, Premier Conseillier, Secretariat Engagements, Banque Degroof, Luxembourg (Belgium) Mr. Uwe Stelter, S & K Worldwide Realty, Frankfurt Office (Miami and Germany)

Topics discussed:

- Palm Beach County, West Palm Beach, Palm Beach, & South Florida history & establishment .
- Past Economic Status Retirement & Tourism
- Present Economic Status Cited the PB county econ. development plan
- Desire by County Commission to establish an international banking area beyond private wealth management Water, water technology, Everglades Restoration, bioscience, high technology, agriculture, film & television, energy (wind, solar, renewable)
- **Consulate FAM Tours**
- Immigration Concerns
- Real Estate Growth area PB County "ready to take off"
- Opportunities for investment best geographic location to service the Western Hemisphere

We have established contact with and will be inviting:

#### From Italy:

Mr. Paul Koch General Manager Banco Sella 801 Brickell Ave., Suite 1970, Miami, FL 33131. Tel: 305-539-1000 Fax: 305-530-1603

### From Spain:

Mr. Agustin Garcia Managing Director Caixa Galicia 1111 Brickell Ave., Suite 2100 Miami, FL 33131 Tel: 305-349-3965 Fax: 305-579-1889 agarcia@caixagalicia.es

Mr. Dario Fuentes Alvarez Vice President – Deputy General Manager Caja Mediterraneo (CAM) – Miami Agency 701 Brickell Avenue, Suite 1750 Miami, FL 33131

Tel: 305-421-6600 Fax: 305-381-7912 dfuentes@cam-miami.com

# Palm Beach County Familiarization (FAM) Tour Report

The purpose of the Consulate Familiarization (FAM) Tours is to introduce Palm Beach County to the Consul Generals and the Trade Commissioners. To showcase the various economic, industry, cultural, and educational aspects of Palm Beach County that will foster increased business/trade opportunities between Palm Beach County companies and those from the countries the consulates represent. To demonstrate that Palm Beach County is an international business destination. The FAM Tours are consulate specific; no FAM Tour is completely the same; although some similarities occur. After meeting with the Consul General and Trade Commissioner, it is determined what industry clusters the consulate is interested in. The FAM tour is developed around their interest areas. Where appropriate, the notion of international financing is explored with an eye toward recruiting such from their country.

# October 2006: Consulate of Germany FAM Tour

Kristian Wolf, President of the German American Chamber of Commerce, the official German government trade agency in the U.S., attended. Industries of interest were international banking, film and television, bioscience, renewable energy, and water & water technology.

# October 2006: Bavaria, Germany Educational FAM Tour:

Karl Freller, Secretary of State for Bavaria, Germany and Jurg Fischer, President, Bavarian Teacher's Association attended. The purpose of the tour was to meet with university level administrators and professors and learn about educational techniques and new curriculum ideas currently being used.

# November 2006: German Solar Energy Companies Meeting

Over 25 German solar energy companies participated in the Florida Solar Energy Conference in Orlando. WTC Palm Beach and the Florida Research Park, arranged for five of these companies to visit the Florida Research Park, give presentations and meet with local companies before returning to Germany.

# December 2006: Consulate of Germany FAM Tour

Consul General Eva Countess Kendeffy, Kristian Wolf, President and Dr. Eike Jordan, Chairman of the Board of the German American Chamber of Commerce, the official German government trade agency in the U.S. participated. Industries of interest were international banking, film and television, bioscience, renewable energy, and water and water technology.

Resulting from this visit, the German Chamber decided to hold its annual meeting in Palm Beach in May 2007. Over thirty companies, out of state and country, attended the three day event. A concluding conference business lunch was held which included Palm Beach County businesses and government/industry representatives.

# March 2007: Consulate of the Netherlands FAM Tour

Vice Consul Arend Gouw and Esther van Geloven, Commercial Officer attended. Industries of interest were water and water technology, environment and bioscience. The two day tour resulted in the Consulate advocating to the Dutch Water Department in the Netherlands to advance their week long inbound water trade delegation mission to May 2007 instead of December 2007.

# April 2007: European International Bank Luncheon

WTC Palm Beach met with senior level representatives from two European Banks, Helaba Bank and Banque Degroof, Luxebourg. Main focus of discussion was the current economic environment of Palm Beach County, the plan for increased international banking presence, beyond private wealth management, the county's shift in economic focus of the past to the new international strategic plan, industry clusters, and opportunities for investment.

# May 2007: German/American Chamber of Commerce Annual Members Meeting

This organization is the official German government agency responsible for all trade matters in the U.S. This office, based in Atlanta, covers all the Southern U.S. states.

Due to the participation in the two German FAM Tours and direct conversations with WTC Palm Beach encouraging this organization to hold this meeting here in Palm Beach County instead of Mobile, Alabama or Charlotte, North Carolina., Palm Beach County was selected. Over thirty out of state companies attended the three day conference. The direct economic impact was filling beds out of season in a Palm Beach Hotel, as well as, increasing Palm Beach County's visibility to visiting CEOs that Palm Beach County as an international business destination.

#### May 2007: UK FAM Tour:

Consul General Keith Allen, Ximena Prelle, Vice Consul Trade and Investment, and Michael Towner, President of the British/American Business Council attended. Industries of interest were: high technology, bioscience, and renewable energy. Of additional interest was the Port of Palm Beach and the Florida Research Park from the perspective of manufacturing and logistics.

The British/American Business Council is extremely active in Palm Beach County. It is headquartered in Boca Raton, and holds monthly networking events throughout the County to facilitate greater trade opportunities between Palm Beach County and the UK.

# June 2007: Dutch Inbound Water Trade Mission

This inbound trade mission was facilitated by the Consulate of the Netherlands in Miami. Due to the extremely positive result from the FAM Tour, the consulate advocated this mission to come six months earlier than originally planned. Over thirty Dutch based companies from the water and water technology industry, as well as, senior level Dutch representatives from the National Water Department participated. Two days of meetings with the South Florida Water Management District and the US Army Corps. of Engineers took place. One additional day was spent meeting with Palm Beach County companies.

The direct economic impact resulting from this visit was filling beds for three nights at a Palm Beach hotel during the "off" season, having two dinners at local Palm Beach restaurants, significant business matchmaking at the concluding cocktail reception, and increasing the visibility of Palm Beach County as an international business destination.

# June 2007: Consulate of Finland FAM Tour

The Consulate General of Finland, New York office, organized the participation of five significant international Finnish companies.

Those attending the FAM Tour were: Ambassador Osmo Lipponen, Consul General of Finland, Honorary Consul Peter Makila, Consulate of Finland, Palm Beach County, Professor Dan Steinbock, Director of Research, ICA Institute, Jukka Titinen, President, North America, Metso, Kalle Virtanen, Relationship Mgr., Corporate Banking, Nordea, Brian Renehan, Principal, Global Clean Tech. & Preseco, Frank Donnelly, Pres., North America, Wartsila.

This FAM Tour was dedicated to fostering matchmaking initiatives for the participating companies. Industries of interest were energy, international banking, high technology, environmental technologies, and shipping.

Local Finnish interest is still very strong. Lake Worth stills has the second largest Finnish or of Finnish descent population in the U.S. The FAM Tour was covered by the Finnish newspaper, Amerikan Uutiset, Editor in Chief, Mikko Koskinen, who wrote two full pages about the FAM Tour. Circulation of the paper is throughout the U.S., Canada, and Finland.

D. Organize Non-USA-Based Bioscience Interests With Whom We Have Had Initial Contact

Construct and operate a county orientation program of not more than 2-days duration in conjunction with the BDB for 3 non-USbased bio companies.

### D. We have met this deliverable

World Trade Center Palm Beach met with representatives from the countries of Germany, Netherlands, and the United Kingdom. Please refer to the FAM Tour report above.

On September 26 and 27, World Trade Center Palm Beach hosted Dietmar Goetz, a director of the Heidelberg Technology Park, a senator in the European Economic Senate, the President of the World Trade Center Confederation of Germany and a member of the board of the World Trade Center Association. The purpose of his visit with us was to open line of communication and dialogue for the expansion of the Heidelberg global network though our local world trade center.

The Heidelberg Technology Park is the center of one of the leading bioclusters in Germany. The World Trade Center Confederation of Germany and the Heidelberg Technology Park will in particular focus on a worldwide partnership with bioclusters in America, Asia, Africa and Europe. There will be a strong link to the 22 international sisterparks on the Heidelberg Technology Park all over the world and to the cooperating World Trade Centers like that of World Trade Center Palm Beach.

Dr. Klaus Plate, CEO of the Heidelberg Technology Park: "As former President of the International Association of Science Parks I have experienced the tremendous value of the global networks we are part of. Let's create new win-win-stories - WTCs, Science and Technology Parks together."

ل.	UN-20-200 	7 15:14	WELLS FARGO	INS S	SER LICES		561 655 550	)9	P.01
AC	CORD	CERTIFI	CA EOFL	ABI			ve VE	RLTR	A-01 CAS
Wells F 501 So	Fargo Insura uth Flagler D	nce Services So Drive, Suite 600 FL 33401-5914	(561) 655.5500		THIS CER ONLY AND HOLDER.	TIFICATE IS IS CONFERS NO THIS CERTIFIC	SUED AS A MATTER OF DRIGHTS UPON THE C CATE DOES NOT AMEN AFFORDED BY THE PC	ERTIFIC	
NSURED	World T	rada Cantas ta			INSURERS		OVERAGE	N	AIC #
World Trade Center Association Palm Beach Inc 777 South Flagler Drive					INSURER & Auto-Owners Insurance Co				
	Suite 80	0			INSURER B. EV	INSURER B: Evanston Insurance Company			
	West Pa	im Beach, FL 33	401-		INSURER C:			,	
					INSURER D		······································		
COVER	AGES				INSURER E				
	ES AGGREGA	TE LIMITS SHOWN M	LOW HAVE BEEN ISSUED N OF ANY CONTRACT OR ED BY THE POLICIES DES INY HAVE BEEN REDUCED		HEREIN IS SUBJECT	T TO ALL THE TE	POLICY PERIOD INDICATE( ICH THIS CERTIFICATE MA RMS, EXCLUSIONS AND CO	) NOTW Y BE ISS NDITIO	ITHSTANDING BUED OR NS OF SUCH
UR INSR		E INSURANCE	POLICY NUMBER		POLICY EPFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATIO	N LIM	 TS	
AX	GENERAL LIABI	AL GENERAL LIABILITY	70000000				EACH OCCURRENCE	T <sub>s</sub>	1,000,00
	CUMIMERCI	S MADE X OCCUR	1208023907		2/28/2007	2/28/2008	PREMISES (Ea occurrence)	5	300.00
		SMADE COCCUR					MED EXP (Any one person)	\$	10,00
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L ACCRECA						GENERAL AGGREGATE	5	2,000,000
	X POLICY	PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
	AUTOMOBILE LI						COMBINED SINGLE LIMIT (Es accident)	5	
	5CHEDULEI HIRED AUTO	ΟΑυτος					BÓDILY INJURY (Per person)	\$	
	NON-OWNE	DAUTOS					BODILY INJURY (Per accidenti)	5	
		η					PROPERTY DAMAGE (Per accident)	\$	
	ANY AUTO			Ì			AUTO ONLY - EA ACCIDENT	5	
	EXCESS/UMOREL						OTHER THAN EA ACC AUTO ONLY: AGG		
	OCCUR	CLAIMS MADE					EACH OCCURRENCE	\$	
j							AGGREGATE	5	
	DEDUCTIBLE			1				\$	
	RETENTION	5						\$	
WORI	ERS COMPENSAT	ION AND	·					\$	
EMPL	OVERO' LIABILITY						TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$				
N yee, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$		
OTHE						<b></b>	E.L. DISEASE - POLICY LIMIT	\$	
Profe	ssional Llabi	lity E	EO833166		5/12/2007	5/12/2008	\$2500 Deductible		\$1,000,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENCORSEMENT / SPECIAL PROVISIONS Btro Date: May 12, 2005. Certificate Holder is additional insured with respect to General Liability

JUN21 07 8 844AM

ERTIFICATE HOLDER	CANCELLATION			
Palm Beach County Claudia Lopez c/o Economic Development Office 301 N. Olive Avenue, 10th FL West Palm Beach, FL 33401-	SHOULD ANY OF THE ABOVE DEGCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
CORD 25 (2001/08)	tam 2. Edington			

© ACORD CORPORATION 1988



1061

September 8, 2007

Claudia López Economic Development Specialist Palm Beach County Government 301 N. Olive Avenue, 10th Floor West Palm Beach, FL 33401

Dear Ms. López:

Please be advised that the World Trade Center Association Palm Beach has less than four employees. My understanding is that as a result, no workers compensation is necessary to enter into a contract with the county. If there are any questions, please do not hesitate to call.

n net Veel Ever 277 Sout Hagerunge Sute Stünikerne eaam Fardennuet in eine trole laafernandat. 245 1446 onte voueintere Friminga uit partievel nu

Sincerely, Louis Haddad Louis Haddad President

 $\mathbb{P}^{n}$ 

Digitally signed by Louis Haddad DN: cn=Louis Haddad, c=US, o=WTC Palm Beach, ou=President, email=hadda@wtcpalmbeech. com Date: 2007.09.08 14:38:03 -04'00'