



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<i>See note below</i>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS</b>	_____	_____	_____	_____	_____
<b>(Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included In Current Budget?** Yes \_\_\_ No \_\_\_

**Budget Account Number:**

Fund 1539 Department 764 Unit 1220 Object 3401

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

**C. Departmental Fiscal Review:** *[Signature]* V/A 7/1/08

**III. REVIEW COMMENTS**

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

*There is no additional fiscal impact associated with this item.*

*[Signature]* 7.3.08  
 OFMB *7/2/08*

*[Signature]* 7/7/08  
 Contract Dev. and Control *7/7/08*

**This amendment complies with our review requirements.**

**B. Legal Sufficiency:**

*[Signature]* 7/8/08  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**AMENDMENT TO THE  
INTERNATIONAL ECONOMIC DEVELOPMENT  
AGREEMENT R2007-1890  
BETWEEN  
PALM BEACH COUNTY  
AND  
WORLD TRADE CENTER ASSOCIATION PALM BEACH, INC.**

This Amendment to the International Economic Development Agreement R2007-1890 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the 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.

**WITNESSETH:**

**WHEREAS**, COUNTY entered into an Agreement with WTCPB on November 6, 2007, approved by Document R2007-1890 to provide \$99,000 for the implementation of strategies and actions that foster international economic development; and

**WHEREAS**, COUNTY revised the current Scope of Services and requested changes to it in order to adjust for the trend in international activities and targeted industry clusters development, and to create the groundwork for the implementation of new strategies for fiscal year 2009.

**NOW THEREFORE**, COUNTY and WTCPB agree to the changes made to the Scope of Services, which is hereby amended as follows:

- I. Pages 10-12, Scope of Services: The changes to the Scope of Services shall be as follows:

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
<b>EDUCATION</b>				
	<b>Market the PBCC Export-Import Courses</b> WTCPB will market 3 Palm Beach Community College export import courses to businesses on the export import database and listed with the office of small business. WTCPB 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. 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.	# Courses marketed: 3  # Businesses contacted  # Events in which the courses were marketed	Year round  May 2008	\$2,000  \$1,000
	<b>Provide Seminars on International Trade</b> 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	# Seminars offered: 8  # Attendees per seminar	Year round	\$10,000

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
	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 <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.			
	<b>Offer an On-line Export Management Certification Program</b> 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. WTCPB will add to its web-site and the County's web-site a complete 5-course on-line program culminating in Export Management Certification. WTCPB will manage the site, which includes marketing, registration, collection of fees and issuance of certificates.	# Students registered  # Students that received a certification  Program outcome: Benefits to students in the job market and in finding business opportunities abroad	11/2007	\$10,000
<b>TECHNICAL ASSISTANCE TO EXPORT-READY COMPANIES</b>				
	<b>Create a PBC Export Resources Webpage</b> 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.	Webpage created  # Hits	11/2007	\$1,600
	<b>Create an On-line Trade Lead Webpage</b> 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.	Webpage created  # Hits	1/2008 Sept. 2008	\$15,000
	<b>Provide Individualized Assistance to Businesses</b> 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 export	# Hours per week worked by consultant  # Clients assisted in chronological order and type of assistance (business/individual name, date, assistance needed, assistance provided and outcome in terms of international	11/2007 May 2008	\$7,500 \$3,750

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
	or import capacity.	trade)		
	<b>Assist with Protocol</b> 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.		Year round	\$0
<b>BUSINESS ENVIRONMENT</b>				
<b>BUSINESS ATTRACTION &amp; RECRUITMENT</b>				
	<b>Conduct Familiarization (FAM) Tours</b> WTCPB will recruit and conduct 4 county orientation programs (FAM Tours) for foreign banks and non-US-based bioscience companies from the same countries, in coordination with the Business Development Board. 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.	# of FAM tours: 4  Report of FAM tours	9/2008  May 2008	\$4,000
<b>PRIVATE-PUBLIC PARTICIPATION</b>				
	<b>Create an International Investment Council</b> WTCPB will create and facilitate an International Investment Council. It will chair and facilitate a committee, setting forth its charge, and meet as needed in the months of October, November, January, April, and August.  <b>Create a Capital Market Advisory Group</b> WTCPB will create, facilitate and expand a Capital Market Advisory Group with local financial institutions representatives to obtain their suggestions as to the development of the financial industry cluster in the County.	Report on the creation of the International Investment Council (Members, type of businesses recruited, mission, objectives, etc.)  Minutes from the four meetings.  Report on the creation of the Capital Market Advisory Group.  Convene Annual Meeting.  Report the Group's suggestions and recommendations.	10/2007    August 2008	\$15,000
	<b>Continue working with the Real Estate Steering Committee</b> 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 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.	List of recommendation made by the Real Estate Steering Committee  Meeting minutes	9/2008	\$0
<b>INTERGOVERNMENTAL COORDINATION</b>				

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
	<p><b>Conduct a Trade Mission</b>  WTCPB will conduct one outbound and inbound trade mission that assists local businesses in penetrating global markets. Missions will be open to all industry representatives and will include on-location orientations 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.</p> <p><b>Conduct One Outbound Trade Mission in FY 2008</b>  WTCPB will conduct one outbound trade mission to Freeport and Nassau (The Bahamas) targeting the real estate development industry.</p>	<p># Trade Missions: 1</p> <p>Trade Mission: Completed</p> <p>Report the outcome of the trade mission (participants, potential investments, benefit to local businesses, etc.)</p>	<p>3/2008  <u>Sept.</u>  <u>2008</u></p>	\$11,375
	<p><b>Market International Events and Business Activities</b>  WTCPB will work collaboratively with the County's Department of Public Affairs to provide an average of 2 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.</p>	<p># Press releases</p> <p>Copies of press releases</p>	Year Round	\$4,800
	<p><b>Assist in Broadcasting International Activities</b>  WTCPB will assist in the creation of community television programming that will highlight international business development activities and 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.</p>	<p># TV shows that WTCPB assisted in creating</p> <p>Summary report of all activities</p>	Year round	\$7,973 \$7,970
<b>DATABASE COLLECTION</b>				
	<p><b>Update Exporter-Importer Database</b>  WTCPB will update and maintain the existing Exporter/Importer database and provide an annual report regarding the decline/growth of exports by industry and dollar volume.</p>	Updated exporter-importer database	09/08	\$9,752
	<p><b>(A) Conduct a World Trade Centers Association (WTCA) Network Survey</b>  WTCPB will conduct a PBC-approved global survey among the 200 World Trade Center Association members to obtain the "best leads" for business expansion into Palm Beach County. Determine which WTC marketplaces have industry clusters that complement Palm Beach County (such as aerospace, finance, IT, life sciences, marine science, and water &amp; water technology). Identify appropriate companies, points of contact, related government trade officials, and pertinent associations located in those areas and industries. Communicate to "best leads" with orientations, seeking support from collateral agencies such as Enterprise Florida and the BDB as appropriate.</p>	<p>(A)</p> <p>Document: <u>World Trade Centers Association Survey</u></p> <p><u>Survey quantitative results</u></p> <p><u>Survey analysis and WTCPB recommendations</u></p> <p><u>List of leads and contact information</u></p> <p><u>Communicate and provide initial U.S. orientation and relationship building using international protocols.</u></p>	Sept. 2008	\$15,550

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
	<p>As a follow up to the "best leads" results, organize industry-targeted trade missions in FY 2009.</p> <p><b><u>(B) Schedule Three Outbound and Two Inbound Trade Missions for FY 2009</u></b>  WTCPB will use results from the global membership survey (among the 200 WTCA membership) to prioritize and schedule three outbound and two inbound trade missions in FY 2009. The performance measures for selecting trade mission sites and business candidates include relationships that: 1) yield a strong potential impact to the stated industry clusters, 2) yield existing and willing on-ground relationships from other World Trade Centers, and 3) yield specific business interest to trade with Palm Beach County industry sectors. Two outbound and inbound trade missions will correspond to the survey results. A third outbound mission will be the WTCA Annual Meeting in Dubai, UAE to provide face-to-face communications with the WTCA.</p>	<p><b><u>(B)</u></b>  Documents: Preliminary trade mission itineraries.</p>		
	<p><b><u>Research on and Recommend Best Practices for Local attraction of International Finance (Private Capital Equity, Insurance, Banking)</u></b></p> <p><b><u>(A)</u></b> WTCPB will research "best practice" for international financial industry legislation and policy initiatives.</p> <p><b><u>(B)</u></b> WTCPB will share its research with the Capital Market Advisory Group, the Palm Beach County Legislative Office, Town of Palm Beach, and City of West Palm Beach and obtain comments on the viability of application in the County in terms of commonalities of legislation, policy and funding initiatives.</p> <p><b><u>(C)</u></b> WTCPB will make recommendations to the County for legislative changes and policy initiatives to enhance the growth of international finance and for the potential creation of an international finance geographic district in the County.</p>	<p><b><u>(A)</u></b> Provide research results</p> <p><b><u>(B)</u></b> Report summary of comments</p> <p><b><u>(C)</u></b> Provide list of recommendations</p>	Sept. 2008	\$10,555
<b>TOTAL</b>				<b>\$99,000</b>

II. Pages 10-12, Scope of Services: The Scope of Services shall be amended to read:

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
<b>EDUCATION</b>				
1	<p><b>Market the PBCC Export-Import Courses</b>                      WTCPB will market 3 Palm Beach Community College export import courses to businesses on the export import database and listed with the office of small business. WTCPB 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. 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.</p>	<p># Courses marketed: 3                      # Businesses contacted                      # Events in which the courses were marketed</p>	May 2008	\$1,000
2	<p><b>Provide Seminars on International Trade</b>                      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. 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<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.</p>	<p># Seminars offered: 8                      # Attendees per seminar</p>	Year Round	\$10,000
<b>TECHNICAL ASSISTANCE TO EXPORT-READY COMPANIES</b>				
3	<p><b>Create an On-line Trade Lead Webpage</b>                      WTCPB will create a global, on-line trade lead page for use by all Palm Beach County businesses. The business leads are to be assembled and posted from the "member only" files of 200 World Trade Centers worldwide. To the extent possible, WTCPB will differentiate the Bids, RFPs, Request for Qualifications, and related opportunities for services, and import export buy-sell categories by industry cluster. The trade leads will announce sales and purchase leads on goods and services from around the world.</p>	<p>Webpage created                      # Hits</p>	Sept. 2008	\$15,000
4	<p><b>Provide Individualized Assistance to Businesses</b>                      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 and up to 15 hours per week with individual companies desirous of building export or import capacity.</p>	<p># Hours per week worked by consultant                      # Clients assisted in chronological order and type of assistance (business/individual name, date, assistance needed, assistance provided and outcome in terms of international trade)</p>	May 2008	\$3,750



STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
<b>BUSINESS ENVIRONMENT</b>				
<b>BUSINESS ATTRACTION &amp; RECRUITMENT</b>				
5	<p><b>Conduct Familiarization (FAM) Tours</b>  WTCPB will recruit and conduct 4 county orientation programs (FAM Tours) for foreign banks and non-US-based bioscience companies from the same countries, in coordination with the Business Development Board. These 2-day orientations will introduce ministers of trade, Consul Generals and representative business leaders to the local business market and key attractions for foreign CEOs.</p>	<p># of FAM tours: 4   Report of FAM tours</p>	May 2008	\$4,000
6	<p><b>(A) Conduct a World Trade Centers Association (WTCA) Network Survey</b>  WTCPB will conduct a PBC-approved global survey among the 200 World Trade Center Association members to obtain the "best leads" for business expansion into Palm Beach County. Determine which WTC marketplaces have industry clusters that complement Palm Beach County (such as aerospace, finance, IT, life sciences, marine science, and water &amp; water technology). Identify appropriate companies, points of contact, related government trade officials, and pertinent associations located in those areas and industries. Communicate to "best leads" with orientations, seeking support from collateral agencies such as Enterprise Florida and the BDB as appropriate.</p> <p>As a follow up to the "best leads" results, organize industry-targeted trade missions in FY 2009.</p> <p><b>(B) Schedule Three Outbound and Two Inbound Trade Missions for FY 2009</b>  WTCPB will use results from the global membership survey (among the 200 WTCA membership) to prioritize and schedule three outbound and two inbound trade missions in FY 2009. The performance measures for selecting trade mission sites and business candidates include relationships that: 1) yield a strong potential impact to the stated industry clusters, 2) yield existing and willing on-ground relationships from other World Trade Centers, and 3) yield specific business interest to trade with Palm Beach County industry sectors. Two outbound and inbound trade missions will correspond to the survey results. A third outbound mission will be the WTCA Annual Meeting in Dubai, UAE to provide face-to-face communications with the WTCA.</p>	<p><b>(A)</b>   Document: World Trade Centers Association Survey   Survey quantitative results   Survey analysis and WTCPB recommendations   List of leads and contact information   Communicate and provide initial U.S. orientation and relationship building using international protocols.</p> <p><b>(B)</b>  Documents: Preliminary trade mission itineraries.</p>	Sept. 2008	\$15,550
<b>INTERGOVERNMENTAL COORDINATION</b>				
7	<p><b>Conduct One Outbound Trade Mission in FY 2008</b>  WTCPB will conduct one outbound trade mission to Freeport and Nassau (The Bahamas) targeting the real estate development industry.</p>	<p>Trade Mission: Completed   Report the outcome of the trade mission (participants, potential investments, benefit to local businesses, etc.)</p>	Sept. 2008	\$11,375

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
<b>PRIVATE-PUBLIC PARTICIPATION</b>				
8	<p><b>Create a Capital Market Advisory Group</b>  WTCPB will create, facilitate and expand a Capital Market Advisory Group with local financial institutions representatives to obtain their suggestions as to the development of the financial industry cluster in the County.</p>	<p>Report on the creation of the Capital Market Advisory Group.</p> <p>Convene Annual Meeting.</p> <p>Report the Group's suggestions and recommendations.</p>	Aug. 2008	\$15,000
9	<p><b>Research on and Recommend Best Practices for Local attraction of International Finance (Private Capital Equity, Insurance, Banking)</b></p> <p>(A) WTCPB will research "best practice" for international financial industry legislation and policy initiatives.</p> <p>(B) WTCPB will share its research with the Capital Market Advisory Group, the Palm Beach County Legislative Office, Town of Palm Beach, and City of West Palm Beach and obtain comments on the viability of application in the County in terms of commonalities of legislation, policy and funding initiatives.</p> <p>(C) WTCPB will make recommendations to the County for legislative changes and policy initiatives to enhance the growth of international finance and for the potential creation of an international finance geographic district in the County.</p>	<p>(A) Provide research results</p> <p>(B) Report summary of comments</p> <p>(C) Provide list of recommendations</p>	Sept. 2008	\$10,555
10	<p><b>Continue working with the Real Estate Steering Committee</b>  WTCPB will communicate with the Real Estate Steering Committee as necessary to document validity and a constituency on its recommendations for data collection regarding 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.</p>	<p>List of recommendation made by the Real Estate Steering Committee</p> <p>Meeting minutes</p>	Sept. 2008	\$0
11	<p><b>Market International Events and Business Activities</b>  WTCPB will work collaboratively with the County's Department of Public Affairs to provide an average of 2 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.</p>	<p># Press releases</p> <p>Copies of press releases</p>	Year Round	\$4,800

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
12	<p><b>Assist in Broadcasting International Activities</b></p> <p>WTCPB will assist in the creation of programming that will highlight international business development activities, accomplishments and opportunities. WTC will provide Channel 20 materials for three, 4 minute segments specific to the EDO community reporting programs. WTCPB will air these segments on WTC TV when the German based network is operational to introduce industry experts to Palm Beach County.</p>	<p># TV shows that WTCPB assisted in creating</p> <p>Summary report of all activities</p>	Year Round	\$7,970
13	<p><b>Assist with Protocol</b></p> <p>WTCPB will assist with protocol advice regarding visits by foreign dignitaries. WTCPB will provide briefings as necessary for orientations specific to the individual culture, language, policies and background of visiting diplomats and their countries.</p>		Year round	\$0
			<b>TOTAL</b>	<b>99,000</b>

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

WITNESS our Hands and Seals on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

ATTEST:  
SHARON R. BOCK  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Deputy Clerk

By: \_\_\_\_\_

Addie L. Greene, Chairperson

WITNESS:

By: Claudia Lopez  
(Signature)  
CLAUDIA LOPEZ.  
Name (type or print)

CONSULTANT:  
WORLD TRADE CENTER ASSOCIATION  
PALM BEACH, INC.

By: [Signature]  
Title PRESIDENT

CORPORATE SEAL

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Assistant County Attorney

APPROVED AS TO  
TERMS AND CONDITIONS:

By: [Signature]

Kevin Johns, Director  
PBC Economic Development Office

R2007 1890

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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of NOV 06 2007, 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<sup>st</sup> day of October 2007. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30th day of September 2008.

Funding

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

Performance Period

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

Method of Payment

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

Conditions on which Payment is Contingent

*Financial Accountability*

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

*Reports*

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

**PART II  
GENERAL CONDITIONS**

Opportunities for Residents and Civil Rights Compliance

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

Opportunities for Small and Minority/Women-Owned Business Enterprises

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

Federal and State Tax

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

Governing Law and Venue

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

Binding Effect

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

Construction of Agreement

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

Recognition

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

No Forfeiture

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

Default

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

Failure to Comply

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

Waiver

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

Termination

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

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

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

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

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

#### Amendments

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

#### Personnel

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

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

#### Evaluation and Monitoring

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

#### Insurance

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

#### A. *Commercial General Liability*

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

#### B. *Professional Liability*

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



purchase a SERP with a minimum reporting period not less than 3 years. WTCPB shall provide this coverage on a primary basis.

- C. *Worker's Compensation Insurance & Employers Liability*  
WTCPB shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. WTCPB shall provide this coverage on a primary basis.
- D. *Additional Insured*  
WTCPB shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." WTCPB shall provide the Additional Insured endorsements coverage on a primary basis.
- E. *Certificate(s) of Insurance*  
Prior to execution of this Agreement, WTCPB shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) days endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder shall read "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 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.

#### Remedies

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

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

#### Conflict of Interest

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

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

#### Excusable Delays

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

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

#### Arrears

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

#### Independent Contractor Relationship

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

#### Access and Audits

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

#### Non-Discrimination

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

Severability

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

Public Entity Crimes

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

Availability of Funds

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

Data Becomes COUNTY Property

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

Authority to Practice

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

Notice

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

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

Kevin Johns, AICP, Economic Development Director  
Economic Development Office  
301 North Olive Ave., 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:

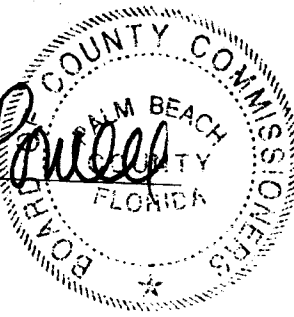
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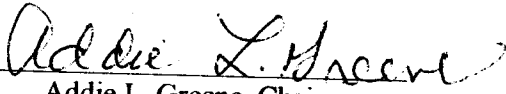
SHARON R. BOCK  
CLERK & COMPTROLLER

NOV 06 2007

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

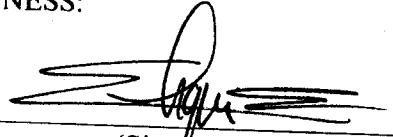
By:   
Deputy Clerk

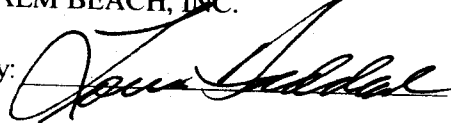


By:   
Addie L. Greene, Chairperson

WITNESS:

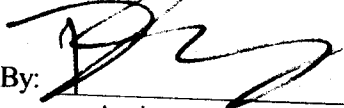
CONSULTANT:  
WORLD TRADE CENTER ASSOCIATION  
PALM BEACH, INC.

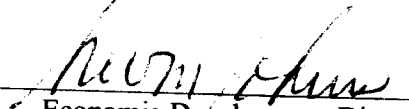
By:   
(Signature)  
Claudia Lopez  
Name (type or print)

By: 

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Assistant County Attorney

By:   
Economic Development Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

**OBJECTIVES**

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

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

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

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

**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
  - Attract "industries of the mind" companies
- Private-public participation
  - 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
  - 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
  - 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	COST
<b>EDUCATION</b>				
	<p><b>Market the PBCC Export-Import Courses</b>                      WTCPB will market 3 Palm Beach Community College export import courses to businesses on the export import database and listed with the office of small business. WTCPB 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. 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.</p>	<p># Courses marketed: 3                      # Businesses contacted                      # Events in which the courses were marketed</p>	Year round	\$2,000
	<p><b>Provide Seminars on International Trade</b>                      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. 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<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.</p>	<p># Seminars offered: 8                      # Attendees per seminar</p>	Year round	\$10,000
	<p><b>Offer an On-line Export Management Certification Program</b>                      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. WTCPB will add to its web site and the County's web site a complete 5-course on-line program culminating in Export Management Certification. WTCPB will manage the site, which includes marketing, registration, collection of fees and issuance of certificates.</p>	<p># Students registered                      # Students that received a certification                      Program outcome: Benefits to students in the job market and in finding business opportunities abroad</p>	11/2007	\$10,000

STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
<b>TECHNICAL ASSISTANCE TO EXPORT-READY COMPANIES</b>				
	<b>Create a PBC Export Resources Webpage</b> 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.	Webpage created # Hits	11/2007	\$1,600
	<b>Create an On-line Trade Lead Webpage</b> 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.	Webpage created # Hits	1/2008	\$15,000
	<b>Provide Individualized Assistance to Businesses</b> 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 export or import capacity.	# Hours per week worked by consultant # Clients assisted in chronological order and type of assistance (business/individual name, date, assistance needed, assistance provided and outcome in terms of international trade)	11/2007	\$7,500
	<b>Assist with Protocol</b> 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.		Year round	\$0
<b>BUSINESS ENVIRONMENT</b>				
<b>BUSINESS ATTRACTION &amp; RECRUITMENT</b>				
	<b>Conduct Familiarization (FAM) Tours</b> WTCPB will recruit and conduct 4 county orientation programs (FAM Tours) for foreign banks and non-US-based bioscience companies from the same countries, in coordination with the Business Development Board. 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.	# of FAM tours: 4 Report of FAM tours	9/2008	\$4,000
<b>PRIVATE-PUBLIC PARTICIPATION</b>				
	<b>Create an International Investment Council</b> WTCPB will create and facilitate an International Investment Council. It will chair and facilitate a committee, setting forth its charge, and meet as needed in the months of October, November, January, April, and August.	Report on the creation of the International Investment Council (Members, type of businesses recruited, mission, objectives, etc.) Minutes from the four meetings.	10/2007	\$15,000



STRATEGY	DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
	<p><b>Continue working with the Real Estate Steering Committee</b>                      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 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.</p>	<p>List of recommendation made by the Real Estate Steering Committee</p> <p>Meeting minutes</p>	9/2008	\$0
<b>INTERGOVERNMENTAL COORDINATION</b>				
	<p><b>Conduct a Trade Mission</b>                      WTCPB will conduct one outbound and inbound trade mission that assists local businesses in penetrating global markets. Missions will be open to all industry representatives and will include on-location orientations 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.</p>	<p># Trade Missions: 1</p> <p>Report the outcome of the trade mission (participants, potential investments, benefit to local businesses, etc.)</p>	3/2008	\$11,375
	<p><b>Market International Events and Business Activities</b>                      WTCPB will work collaboratively with the County's Department of Public Affairs to provide an average of 2 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.</p>	<p># Press releases</p> <p>Copies of press releases</p>	10/2007	\$4,800
	<p><b>Assist in Broadcasting International Activities</b>                      WTCPB will assist in the creation of community television programming that will highlight international business development activities and 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.</p>	<p># TV shows that WTCPB assisted in creating</p> <p>Summary report of all activities</p>	Year round	\$7,973
<b>DATABASE COLLECTION</b>				
	<p><b>Update Exporter-Importer Database</b>                      WTCPB will update and maintain the existing Exporter/Importer database and provide an annual report regarding the decline/growth of exports by industry and dollar volume.</p>	Updated exporter-importer database	09/08	\$9,752
<b>TOTAL</b>				<b>\$99,000</b>

**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 \_\_\_\_\_

<b>Quarterly Reports</b>	<b>Reporting Period</b>	<b>Due Date</b>
<input type="checkbox"/> 1 <sup>st</sup> Quarter	Oct. 1 - Dec. 31, 2007	January 15, 2008
<input type="checkbox"/> 2 <sup>nd</sup> Quarter	Jan. 1 - March 31, 2008	April 15, 2008
<input type="checkbox"/> 3 <sup>rd</sup> Quarter	April 1 - June 30, 2008	July 15, 2008
<input type="checkbox"/> 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 completed, ongoing or pending.