

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 23, 2008 ☒ Consent ☐ Regular  
☐ Workshop ☐ Public Hearing  
 Department: Administration  
 Submitted By: Administration  
 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 (WTCPB), Inc. in the amount of \$99,000 from October 1, 2008 to September 30, 2009.

**Summary:** This Agreement with the WTCPB will provide funding to assist the Office of Economic Development 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 this Agreement include: Hosting four new and two follow-up consulate or business Global Commerce Tours to Palm Beach County, conducting three outbound trade missions to Dubai and western European nations with special focus in the Max Planck Institutes network, conducting two inbound trade missions resulting from the outbound missions, providing quarterly reports of international trade strategies and marketing, marketing Palm Beach County international events and business activities, assisting in broadcasting international activities in the County, and assist in developing the Financial Industry Cluster. Funding is included in the 2009 budget. 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, the WTCPB 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

Recommended by:

  
Economic Development Director

9/16/08  
Date

Approved by:

  
Assistant County Administrator

9/16/08  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Grant Expenditure	_____	<u>99,000</u>	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>99,000</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Proposed Budget? Yes X No \_\_\_\_\_

### Budget Account Number:

Fund 1539 Department 764 Unit 1221 Object 3401

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

\$99,000 from 1539-764-1221-3401

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

Shirley White 9-11-08  
OFMB 9/9/08  
9/12/08 Dr. J. Jacob 9/12/08  
Contract Dev. and Control

This Contract complies with our  
contract review requirements.

### B. Legal Sufficiency:

DR 9-17-08  
Assistant County Attorney

### C. Other Department Review:

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

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

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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 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 affiliated to the World Trade Centers Association, which includes nearly 300 World Trade Centers in 85 countries and whose mission is to expand international business opportunities in Palm Beach County, Florida; and

WHEREAS, WTCPB offers assistance to companies and governments to identify and compete for international business, and create alliances and support from businesses 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, thereby expanding the COUNTY'S tax base; and

WHEREAS, WTCPB performs international regulatory, trade, and diplomatic activities which are not performed by the COUNTY and which are essential to expanding the COUNTY's international business opportunities; and

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

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 2008. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30<sup>th</sup> day of September 2009.

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, 2009.

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 "B". 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, sexual orientation, or gender identity or expression 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 Agreement.

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

WTCBPB 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 WTCBPB 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 WTCBPB'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.

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

Evaluation and Monitoring

WTCBPB 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. WTCBPB shall submit information and status reports required by the COUNTY, on forms approved by the COUNTY. WTCBPB shall allow the COUNTY to monitor WTCBPB on site. Such visits may be scheduled or unscheduled as determined by the COUNTY.

Insurance

WTCBPB 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 WTCBPB are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by WTCBPB under this Agreement.

A. *Commercial General Liability*

WTCBPB 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. WTCBPB shall provide this coverage on a primary basis.

B. *Professional Liability*

WTCBPB 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 WTCBPB's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, WTCBPB 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, WTCBPB shall purchase a SERP with a minimum reporting period not less than 3 years. WTCBPB shall provide this coverage on a primary basis.

C. *Worker's Compensation Insurance & Employers Liability*

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

D. *Additional Insured*

WTCBPB 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." WTCBPB shall provide the Additional Insured endorsements coverage on a primary basis.

E. *Certificate(s) of Insurance*

Prior to execution of this Agreement, WTCBPB 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, gender identity or expression, 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 WTCBPB 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 WTCBPB 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, WTCBPB shall keep all documents and records for three (3) years after expiration of this Agreement.

Authority to Practice

WTCBPB 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

If sent to WTCBPB, notices 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 WTCBPB 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

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

Regulations; Licensing Requirements

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

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

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

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

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

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

**WITNESS:**

**CONSULTANT:  
WORLD TRADE CENTER ASSOCIATION  
PALM BEACH, INC.**

By: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
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 expanding the COUNTY's international business opportunities.

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

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

**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:

<b>DELIVERABLE</b>	<b>PERFORMANCE MEASURES</b>	<b>DATE</b>	<b>COST</b>
<b>Host Four New Consulate Global Commerce Tours to Palm Beach County</b>  WTCPB will conduct four new Consulate Global Commerce Tours (one per quarter) in Palm Beach County to expand the diplomatic community's awareness of Palm Beach County, its various industry clusters, the potential business opportunities, and international relationships. The four tours will focus on the PBC industry clusters, specifically life science, agriculture, aerospace, marine and water science, financial, IT, tourism, and film & television. In addition, the tours will be a means to present the proposed Inland Port to world markets.	Report the global commerce tours and the business opportunities resulting from it  List of business leads	Quarterly	\$12,000.00
<b>Conduct two follow-up Global Commerce Tours to Palm Beach County</b>  WTCPB will conduct two Global Commerce Tours with consular agents and foreign business groups that previously visited the county and newly appointed diplomats. These customized business tours will provide the information and contacts that the consular corps, commercial agents and foreign businesses need to trade with Palm Beach County companies and agencies.	Report the global commerce tours and the business opportunities resulting from it  List of business leads	Semi-annually	\$4,000.00
<b>Conduct one outbound trade mission at the World Trade Centers Association's 39<sup>th</sup> General Assembly</b>  WTCPB will participate in the WTCA 39 <sup>th</sup> General Assembly scheduled for November 7 – 10, 2008 in Dubai & Abu Dhabi. This event brings together 300 World Trade Centers and WTC representatives from all over the world, offering opportunities to network and promote Palm Beach County. WTC Palm Beach will represent Palm Beach County and make a presentation about the County's international business destination and will highlight all of its industry clusters and economic opportunities.	Report the outbound trade mission and the business opportunities resulting from it  List of business leads	November 2008	\$32,500.00

DELIVERABLE	PERFORMANCE MEASURES	DATE	COST
<b>Conduct two outbound trade missions to Western European countries</b>  WTCPB will develop linkages in cities with Max Planck Institutes and World Trade Centers together where well-established relationships exist between WTCPB and foreign WTCs. WTCPB will network with at least 19 WTC cities that have Max Planck Institutes with cluster industries related to Palm Beach County, as detailed in the WTCPB's 2009 Proposed Palm Beach County Services. The result of these trade missions will be to gather leads for the Business Development Board and the Economic Development Office to follow up. The relationships built among the network of World Trade Centers will assist in matching business opportunities for both the Max Planck Institutes and the County's targeted cluster industries.	Report the outbound trade missions and the business opportunities resulting from it  List of business leads	Semi-annually	\$25,000.00
<b>Conduct two inbound trade missions</b>  WTCPB will conduct two inbound trade missions resulting from the outbound trade missions. WTCPB will coordinate with the participating WTC Network affiliates and consulates to introduce business trade, the emerging capital market and international finance exchanges.	Report the inbound trade missions and the business opportunities resulting from it  List of business leads	Semi-annually	\$8,000.00
<b>Provide quarterly reports of international trade strategies</b>  WTCPB will provide quarterly reports to assist the Economic Development Office with presenting progress on International Trade strategies and marketing. This may include but not be limited to preparation of an electronic magazine that displays the various industry clusters, or a WTC Media Port in collaboration with WTC Cologne Television to produce segments covering Palm Beach County, or other media.	Report a summary of the international trade strategies at work and marketing efforts	Quarterly	\$6,000.00
<b>Market international events and business activities</b>  WTCPB will work collaboratively with the County's Department of Public Affairs through the Economic Development Office to provide press releases of forthcoming inbound and outbound trade missions or other international activities listed in or resulted from the WTCPB's 2009 Proposed Palm Beach County Services.	Press releases	Year round	\$5,000.00
<b>Assist in broadcasting international activities</b>  WTCPB will provide the Economic Development Office with footage of international events in Palm Beach County resulting from this Agreement.	Film footage of international events	Year round	\$2,500.00

DELIVERABLE	PERFORMANCE MEASURES	DATE	COST
<b>Assist in developing the Palm Beach County's international financial industry cluster</b>  WTCPB will continue working with the Capital Markets Advisory Group to foster the development of an international financial industry cluster in Palm Beach County. WTCPB will support the Economic Development Office in efforts to promote the Capital Markets Advisory Group. WTCPB will identify contacts for Sovereign Funds, global insurance and banking interests.	Meeting attendance  Report results of research on sovereign funds, global insurance and banking interests	Year round	\$4,000.00
	<b>TOTAL</b>		<b>\$99,000</b>

**B. The COUNTY Agrees to:**

1. Provide ninety nine thousand dollars (\$99,000) funding for consulting services.
2. 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
<input type="checkbox"/> 1 <sup>st</sup> Quarter	Oct. 1 - Dec. 31, 2008	January 15, 2009
<input type="checkbox"/> 2 <sup>nd</sup> Quarter	Jan. 1 - March 31, 2009	April 15, 2009
<input type="checkbox"/> 3 <sup>rd</sup> Quarter	April 1 - June 30, 2009	July 15, 2009
<input type="checkbox"/> 4 <sup>th</sup> Quarter	July 1 - Sept. 30, 2009	October 15, 2009

Prepare cumulative reports for each one of the deliverables and performance measures listed in Exhibit A, and attach supportive documentation.



## **2008/2009 PROPOSED PALM BEACH COUNTY SERVICES**

Submitted to: Office of Economic Development

Submitted by: Lou Haddad, President

August 11, 2008

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WTC Palm Beach is pleased to continuing working with the Palm Beach County Economic Development office. For fiscal year 2008/2009, WTC Palm Beach will assist Palm Beach County in the following ways:

### **I. HOSTING GLOBAL COMMERCE TOURS AND TRADE MISSIONS**

#### **GLOBAL COMMERCE TOURS**

- (a) Host Four New Consulate Global Commerce Tours to Palm Beach County. Four new Consulate Global Commerce Tours (one per quarter) in Palm Beach County will be conducted to further expand the diplomatic community's awareness of Palm Beach County, its various industry clusters, the potential cross border business opportunities, and stimulating increased international relationships.

The four Global Commerce Tours will focus on the PBC industry clusters, specifically including life science, agriculture, aerospace, marine and water science, financial, IT, tourism, and film & television. In addition, the tours will be a means to present the proposed Inland Port to world markets.

- (b) Conduct two follow-up Global Commerce Tours to Palm Beach County. Two Global Commerce Tours will be conducted with consular agents and foreign business groups that previously visited the county and newly appointed diplomats. These business tours will be customized exclusively to provide the information and contacts that the consular corps, commercial agents and foreign businesses seek to trade with Palm Beach County companies and agencies.

#### **TRADE MISSIONS**

- (c) Conduct three outbound trade missions
- (i) Conduct one outbound trade mission to Dubai. WTC Palm Beach will participate in the annual WTCA General Assembly scheduled for November 7 – 10, 2008 in

Dubai. This event brings together 300 World Trade Centers and WTC representatives from all over the world, offering opportunities to network and promote Palm Beach County. WTC Palm Beach will create a presentation showcasing the county as an international business destination, as well as, highlighting all the industry clusters and economic opportunities.

- (ii) Conduct two outbound trade missions to Western European countries to develop linkages in cities with Max Planck Institutes and World Trade Centers together where well established relationships exist between WTC Palm Beach and foreign WTCs. The connectivity within the WTCA network offers an entry into foreign markets more easily and at a higher level. WTC will network with at least 19 WTC cities that have Max Planck Institutes with cluster industries related to Palm Beach County. The end product of these specific trade missions will be to gather leads for the Business Development Board and the Economic Development Office to follow up on. The relationships built among the network of World Trade Centers will be used to mine business opportunities from the Max Planck Institute 80 offices, and additionally to opportunities that are presented that correspond to the cluster industries.

The outbound trade missions will meet with foreign government officials and companies to promote Palm Beach County for being an international business destination, and to lay the ground work for the two inbound trade missions. Presentations will be conducted, and marketing material distributed.

A report will be generated for each trade mission and for each WTC affiliate with corresponding interest or relationships with Max Planck Institute cities and businesses. The report will try to match businesses from the Max Planck Network with the Palm Beach County cluster industries. The WTC network will be utilized as effective intermediaries to assist in the systematic development of relationships, trade and business partnerships. The purpose is to maximize the large county financial investment made on Max Planck by capitalizing on its network. The objective is to attract Max Planck related companies and European investments to trade and partner with local businesses. The WTC will assist Palm Beach County in matching businesses and/or projects to the extent possible with the cluster industries of interest. The global 80-institute network provides extensive opportunities for local knowledge based business in the areas of technology transfer and partnerships in, but not exclusive, to the following:

- Plant biotechnology, Bio physics, Plant breeding
- Diagnostics, Cell biology, Molecular research, Gene analytics, Genetics, Medical research
- Oceanology, Marine science, Water technologies
- Aerospace, Astrophysics, Plasma physics, Particle physics, Infrared and Radio astronomy
- Infection Biology, Microbiology, Therapeutics
- Advanced engineering in surface materials



- Quantum Optics

WTC will coordinate with the Business Development Board to initiate discussions with the corresponding businesses and contacts identified in this process.

(d) Conduct two inbound trade missions

Conduct two inbound trade missions resulting from the outbound trade missions. Coordination with the participating WTC Network affiliates and Consulates will be used to facilitate these missions. The inbound trade missions will strengthen business trade and provide introduction to emerging capital markets, and international finance exchanges.

**II. PROVIDE QUARTERLY REPORTS OF INTERNATIONAL TRADE STRATEGIES**

WTC will provide quarterly reports to assist the Economic Development Office with presenting progress on International Trade strategies and marketing. This may include but not limited to preparation of an electronic magazine that showcases the various industry clusters, or a WTC Media Port in collaboration with WTC Cologne Television to produce segments covering Palm Beach County, or other media.

**III. MARKET INTERNATIONAL EVENTS AND BUSINESS ACTIVITIES**

WTC will work collaboratively with the County's Department of Public Affairs through the Economic Development Office to provide press releases of forthcoming inbound and outbound trade missions or other international activities listed in or resulted from this proposal.

**IV. ASSIST IN BROADCASTING INTERNATIONAL ACTIVITIES**

WTC will provide footage of international events in Palm Beach County to the Economic Development Office.

**V. INTERNATIONAL FINANCIAL INDUSTRY CLUSTER DEVELOPMENT**

WTC Palm Beach will continue working with the Capital Markets Advisory Group to foster the development of an international financial industry cluster in Palm Beach County. The WTC will support the Economic Development Office efforts. The WTC will identify contacts for Sovereign Funds, and global insurance and banking interests for inclusion in the project. WTC will support EDO in efforts to promote the Capital Markets Advisory Group.

###

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2008

PRODUCER (561) 655-5500  
Wells Fargo Insurance Services Southeast, Inc.  
2054 Vista Parkway, Suite 400  
West Palm Beach, FL 33411-2718

INSURED  
World Trade Center Association Palm Beach Inc  
777 South Flagler Drive  
Suite 800  
West Palm Beach, FL 33401-

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

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

COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	7268023908	2/28/2008	2/28/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	7268023908	2/28/2008	2/28/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
			EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B			OTHER Professional Liability	BINDER	5/12/2008	5/12/2009	\$2,500 Deductible \$1,000,000/\$1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Sam L. Edgington*



World Trade Center  
Palm Beach

September 2, 2008

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.

Sincerely,

**Louis Haddad**

Digitally signed by Louis Haddad  
DN: cn=Louis Haddad, c=US  
Date: 2008.09.02 15:17:00 -04'00'

Louis Haddad  
President