

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures					
Grant Expenditure	<u>84,243</u>				
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	<u>84,243</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current budget? Yes X No _____

Budget Account Number:

Fund 1539 Department 764 Unit 1231 Object 3401

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

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

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 9.29.08
OFMB
[Initials] 9/29/08

[Signature] 9/30/08
Contract Dev. and Control

This Contract complies with our contract review requirements

B. Legal Sufficiency:

[Signature] 10/1/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Policy Issues (Continued from page 1)

The Center for Urban & Environmental Solutions (CUES) at FAU is an applied research center known for its problem solving capabilities and ability to facilitate agreement and bring resources together. FAU outsourcing is being utilized to perform critical research and technical assistance in support of early stages of the economic plan's implementation, especially benchmarking, and adopting an economic indicators program and providing an analysis of the economic impacts of implementation of immediate undertakings. CUES at FAU will identify those major projects and initiatives that will affect the economic conditions most significantly, with a focus on the near term projects or those that need special attention in maximizing the County's return on investment. CUES at FAU role is to meet with Palm Beach County partners on an on-going basis for the purposes of assisting in fulfillment of implementation of the action items identified in the adopted Plan. CUES's responsibility includes evaluating and redirecting partners' focus if applicable, and interceding on behalf of the EDO in implementation. Additionally, FAU will assist in identifying efforts to jumpstart those initiatives that may be languishing. For groups who are well underway contacting key stakeholders, evaluation of implementation may be sufficient. As these determinations are flexible in scope and magnitude, the decision as to the level of input from CUES at FAU will reside with the EDO.

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

This Contract, 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 **Florida Atlantic University Board of Trustees**, a public corporation of the State of Florida, on behalf of the University's **Center for Urban and Environmental Solutions (CUES)**, having its principal address at 777 Glades Road, Boca Raton, FL 33431, hereinafter referred as the CONSULTANT, whose Federal Identification Number is **65-0385507**.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide professional/consultation services for assisting in implementing the five-year Palm Beach County Strategic Economic Development Plan set forth in the Scope of Work detailed in Exhibit "A."

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

The CONSULTANT's representative for administrative matters during the performance of this Contract shall be Camille E. Coley, J.D., Assistant V.P. of Research , telephone no. (561) 297-3461

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

The Scope of Work, as described in Exhibit "A", shall be carried out under the direction of Marie L. York and Mary Beth Hartman of The Center of Urban and Environmental Solutions, having its principal address at 5353 Parkside Drive, SR 230, Jupiter, FL 33458, telephone number (561) 799-8730 hereinafter referred as the CO-PROJECT DIRECTORS. The CONSULTANT agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of COUNTY.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on **October 1, 2008** and complete all services by **September 30, 2009** with two (2) one (1) year options for renewal at the sole discretion of the COUNTY. It is understood that the Scope of Work, set forth in Exhibit "A", may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this Contract. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of **eighty four thousand two hundred forty three dollars (\$84,243.)** The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

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

CONSULTANT is in breach of this Contract.

ARTICLE 6 - PERSONNEL

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

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

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

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

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

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the

SBE percentages established in this Contract. Requests for substitutions of SBE'S must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT, unless otherwise exempt, shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

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

ARTICLE 11 - INDEMNIFICATION

To the extent permitted by Florida law and without waiving any defense or immunity, CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

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

Kevin Johns, AICP, Economic Development Director
Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

With copy to:

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

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

Camille E. Coley, J.D.
Assistant V.P. of Research
Florida Atlantic University
777 Glades Road, Bldg. 10, Room 236
Boca Raton, FL 33431

With copy to:

Marie L. York, Associate Director
C/O Mary Beth Hartman
Center for Urban and Environmental Solutions (CUES)
5353 Parkside Drive, SR 230
Jupiter, FL 33458

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

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

(The remainder of page left intentionally blank)

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS AND CONDITIONS:

By: _____
Assistant County Attorney

By: _____
Economic Development Director

CONSULTANT:

Company Name
Florida Atlantic University Board of Trustees

Company's Representative & Title
Camille E. Coley, J.D.
Assistant V.P. of Research

Signature _____

(CORPORATE SEAL)

WITNESS:

Name (type or print)

Signature

**EXHIBIT "A"
SCOPE OF WORK**

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

The Center for Urban and Environmental Solutions (CUES) at Florida Atlantic University (FAU) will provide assistance to the Palm Beach County Economic Development Office, as part of its educational, research and community outreach mission, to fast track implementation of the Palm Beach County's five-year Strategic Economic Development Plan, identify potential federal, state and private funding sources, and assess the Plans' effectiveness.

DELIVERABLES AND TIMEFRAME

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

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

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
1. Provide technical assistance to the Economic Development Office (EDO) regarding appropriate strategies for successful Strategic Plan Implementation countywide, regionally and in the Glades.	Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.	Year round	10,500
2. Identify and document existing and potential federal, state and private or not for profit funding sources to implement the Strategic Plan. Establish an Implementation Funding Matrix	# Funding opportunities identified: 3		\$5,200
3. Assist with the Channel 20 TV televised reports about the Strategic Plan and provide electronic reports or newsletter updates on the status of implementation of immediate projects, and present them to the Board of County Commissioners, the Overall Economic Development Program (OEDP) Committee, and stakeholders.	Two semi-annual reports that will be distributed to the public, business community, stakeholders and Board of County Commissioners. One half-hour TV report	Year round	\$9,820
4. Work with EDO and PBC administration in the implementation of recommendations of the Glades Sustainability Task Force, which seeks to address the economic challenges facing the Glades cities and PBC resulting from the pending U.S. Sugar land sale. FAU will participate on the Task Force and target the following action items from the Plan: Regional Intermodal Center (Inland Port), Regional Public Market LOST projects, and potential Glades CED's projects.	Participate on task force and assist the EDO and partners in implementation of Glades related action items	Year round	\$9,700

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
5. Work with EDO and partners to assist with an educational forum and ideas exchange with Lexington KY equestrian parties and PBC public private partners to address equestrian related issues.	Convene educational workshop with PBC, professional organizations, and partners for the purpose of understanding equestrian related issues and information sharing.	Year round	6,900
6. Assist the EDO and its public private partners in implementation and/or completion of 12 additional projects that resulted from the Plan (below 1-12).	Create an updated project matrix identifying the projects/action items being focused on this FY and continue to report on projects advancement and/or implementation progress.	Year round	33,700
6.1) Assist EDO in moving the Regional Public Market action item to the implementation phase. FAU will analyze the project and make recommendations based on the existing feasibility study, local market opportunities, and other national models offering a mix of retail and wholesale distribution of locally grown items and a distribution network that might include exports.	Evaluate the effectiveness of the existing study, make recommendations and collaborate with EDO on implementation	Year round	
6.2) Assist with the development of a grand canal greenbelt system to foster eco-tourism and revitalization of the Glades cities and develop a Bikeways Greenways & Trails Master Plan.	Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.	Year round	
6.3) Assist EDO with promotion and updating of the existing PBC Granny Flats or Accessory Unit Ordinance.	Evaluate the effectiveness of the existing ordinance and collaborate with PBC HCD on implementation.	Year round	
6.4) Assist with the creation and implementation of the Agricultural Incentive Finance Fund (from the agricultural reserve lease proceeds) that will assist in the establishment and expansion of agricultural-related businesses in Palm Beach County, development of niche markets and enhancement of business profitability. The program will emphasize value-added agricultural, bio-agricultural, agricultural-based renewable energy, and alternative agricultural projects.	A proposed program that outlines the Agricultural Incentive Finance Fund objectives and criteria.	Year round	
6.5) Support the PBC OEDP Committee's Alternative Energy Task Force.	Work in coordination with newly created TF.	Year round	

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
<p>6.6) Evaluate the economic impact analysis and policy coordination of the Palm Beach County Freight and Goods Movement Study and ensure that the freight study addresses forecasts for the inland port, cargo airport, airport area technology parks, industrial land preservation study and any proposed county business parks.</p>	<p>Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.</p>	<p>Year round</p>	
<p>6.7) Assist the MPO and cities with the economic development component of office space, jobs created and revenues generated at Transit-Oriented-Developments (TOD) and create guidelines for TODs along the Florida East Coast Railway.</p>	<p>Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.</p>	<p>Year round</p>	
<p>6.8) Assist PBC P, Z & B, American Society of Landscape Architects, AIA, the PBC Engineering Association and the Developers Association to review existing regulations to see how codes can be revised to achieve shade, water features and sustainable landscaping.</p>	<p>Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.</p>	<p>Year round</p>	
<p>6.9) Continue to support and encourage international banking to serve the life science, information, aerospace, maritime, equestrian, film and television industries and/or for insurance businesses to invest private capital in Palm Beach County cluster industries.</p>	<p>Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.</p>	<p>Year round</p>	
<p>6.10) Convene a Global Cultural Best Practice workshop between the Board of County Commissioners and the PBCCC Board of Directors to implement the PBCCC strategic plan in partnership with decision makers regarding arts and culture.</p>	<p>Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.</p>	<p>Year round</p>	

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
6.11) Spur the revitalization of the Glades downtowns by connecting the Lake Okeechobee Scenic Trail (LOST) system to the central business districts and canal streets of Pahokee and Belle Glade and implement the LOST Tourism Enhancement Master Plan 2005.	Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.	Year round	
6.12) Assist with the development of a Northeast Everglades Natural Area (NENA) economic impact model to document the revenues generated from eco tourism and continue the vision for the area.	Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps.	Year round	
7. Overhead costs to FAU.	N/A	N/A	8,423
TOTAL			\$84,243

II. PALM BEACH COUNTY

Palm Beach County agrees to the following:

- A. Provide funding in the amount of **eighty four thousand two hundred forty three dollars (\$84,243)** for consulting and research services.
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Provide technical assistance to ensure compliance with applicable Federal, State and County regulations, and this Contract.

EXHIBIT "B"
SCHEDULE OF PAYMENTS

The total Contract amount of \$84,243 will be prorated over a period of 12 months. Compensation for the work tasks defined in Exhibit "A" shall be in accordance with the following Schedule of Payments:

FISCAL YEAR 2009		
SERVICE MONTH	INVOICE DUE IN	AMOUNT
October 2008	November	7,020.25
November 2008	December	7,020.25
December 2008	January	7,020.25
January 2009	February	7,020.25
February 2009	March	7,020.25
March 2009	April	7,020.25
April 2009	May	7,020.25
May 2009	June	7,020.25
June 2009	July	7,020.25
July 2009	August	7,020.25
August 2009	September	7,020.25
September 2009	October	7,020.25
TOTAL		84,243

EXHIBIT "C"
REPORTING FORM

Report Date:

Report Period (check one): October 1, 2008 – February 28, 2009 (Due on March 15th)
 March 1, 2009 – September 30, 2009 (Due on October 15th)

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

Proposal for Services
Assistance to the Economic Development Office for the
Implementation and Monitoring of the
Adopted Strategic Economic Development Plan

October 1, 2008 – September 30, 2009

Description of Project

The Center for Urban and Environmental Solutions (CUES) at Florida Atlantic University (FAU) agrees to provide assistance to the Palm Beach County Economic Development Office (EDO), the Overall Economic Development Program (OEDP) Steering Committee and the Board of County Commissioners (BCC) in implementing and monitoring the Palm Beach County Strategic Economic Development Plan. The BCC adopted Plan builds on the results of the Palm Beach County Economic Summit of November 2005 and shapes the County's policies and directions that define its economic future. The Plan provides a comprehensive overview of the economy, sets policy direction for economic growth, and identifies strategies, programs and projects to improve the tax base and the economy. CUES at FAU is currently engaged with the County in the implementation of the projects within the Plan. This proposal is for CUES at FAU to continue to assist with Plan implementation, addressing the economic realities of today's marketplace, including the recently announced plans of public purchase of strategic holdings by U.S. Sugar and the implications upon the economy. CUES at FAU will work with the Economic Development Office to implement plan components, assess the effectiveness of the Plan, track economic development initiatives, and provide professional and technical support for their implementation and for reporting to the public, stakeholders and citizens. In addition to the benefits to the County, this work will be included in FAU's teaching curriculum as the planning challenges and opportunities facing Palm Beach County provide a case study that is relevant to the region's future planners.

Monitoring Plan Implementation

The Strategic Economic Development Plan coordinates the functions of:

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

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

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

- providing technical assistance to the Economic Development Office regarding appropriate strategies for successful Strategic Plan Implementation County wide, regionally and in the Glades.
- briefing the Overall Economic Development Program (OEDP) Steering Committee and seeking this input for Plan implementation;
- working regularly with the Economic Development Office in assessing strategies for implementation, which is of particular importance given the economic climate;

A monitoring system has been developed, based upon the action items listed in matrix form in the Palm Beach County Strategic Economic Development Plan. A subsequent implementation matrix, developed by CUES at FAU under the previous contract, identifies the lead agencies, partners and timelines with future expected identification of funding needs and sources. The monitoring system evaluates the status of the 67 action steps. In this way the County has an ongoing "report card" as to the effectiveness of implementation of the action steps.

CUES at FAU will continue to work with the EDO in engaging the multiple public private partnerships that have been established with various stakeholders and engaging those partners in Plan implementation.

The Palm Beach County Board of County Commissioners has requested quarterly updates regarding the progress of the implementation of the Strategic Economic Development Plan. CUES at FAU will continue to assist the Economic Development Office in preparation of these quarterly updates as it relates to the current year action items that are underway. Additionally, CUES will assist with updates to be posted online to ensure transparency of the efforts being undertaken by the County and its partners. In addition or in lieu of written reports, as appropriate, CUES at FAU will continue to assist the EDO with its annual report television shows in conjunction with PBC's Channel 20 in an effort to educate and update the general public on the implementation of the Plan.

Key Personnel

James F. Murley, J.D., Director

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

Mary Beth Hartman, M.Ed., Research Associate

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

Meeting Attendance

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

Work plan deliverables

October 2008-September 2009

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
1. Provide technical assistance to the Economic Development Office (EDO) regarding appropriate strategies for successful Strategic Plan Implementation countywide, regionally and in the Glades.	Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps	Year round	12,500
2. Continue to assist the EDO with the implementation of on-going projects such as the Regional Intermodal Center, the Intracoastal Waterway Master Plan, IPARC, and International Investment	Report of the projects advancement and/or implementation progress as a result of FAU assistance.	Year round	9,800
3. Select 12 new projects from the Strategic Plan to assist in coordination and initiation, ascertain timelines for projects and task completion according to the established public private partnerships or project matrix.	Create an updated project matrix identifying the previous action items and the 12 new ones.	October 2008 December 2008	8,600
4. Assist with the creation and implementation of the Agricultural Incentive Finance Fund (from the agricultural reserve lease proceeds) that will assist in the establishment and expansion of agricultural-related businesses in Palm Beach County, development of niche markets and enhancement of business profitability. The program will emphasize on value-added agricultural, bio-agricultural, agricultural-based renewable energy, and alternative agricultural projects.	Assist the EDO and partners in moving project forward, including the creation of a document that outlines the Agricultural Incentive Finance Fund objectives and criteria.	Year round	2,200
5. Work with EDO and partners to assist with a Lexington Kentucky educational collaboration/exchange to address the following action items from the Plan: address water quality improvements for agricultural lands and disposal of horse industry waste, supporting infrastructure for the equestrian industry in PBC, and encourage tourism agencies and/or TDC-funded organizations to take advantage of the equestrian industry to attract equestrian-related tourism.	Convene educational workshop with PBC, professional organizations, and partners for the purpose of understanding equestrian related issues and information sharing	Year round	6,400
6. Work with EDO to investigate options for the Regional Public Market action item ("origin of place" locally grown foods) to assist with economic development in the Glades. Assist EDO in interaction with the State Agriculture Department.	Research existing models, examine options for moving stalled project forward, and assist the EDO in interaction with the State Agriculture Department, reporting results to the EDO	Year round	6,800

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
7. Work with EDO, PBC MPO and partners on stalled planning and transportation related projects and assist with implementation of those projects moving forward. Specific action items to move forward include landscaping and shade along with transit oriented development.	Convene and attend meetings as needed to move projects forward and consult with the EDO on status and next steps	Year round	6,500
8. Assist EDO with promotion and updating of the existing PBC granny flats or accessory unit ordinance	Evaluate the effectiveness of the existing ordinance and collaborate with PBC HCD on implementation	Year round	2,000
9. Work with EDO and PBC administration in the implementation of recommendations of the Glades Sustainability Task Force, which seeks to address the economic challenges facing the Glades cities and PBC resulting from the pending U.S. Sugar land sale. FAU will participate on the Task Force and target the following action items from the Plan: Regional Intermodal Center (Inland Port), Regional Public Market, LOST projects, and potential Glades CED's projects.	Participate on task force and assist the EDO and partners in implementation of Glades related action items	Year round	11,200
10. Assist with the Channel 20 TV televised reports about the Strategic Plan and provide electronic reports or newsletter updates on the status of implementation of immediate projects, and present them to the Board of County Commissioners, the Overall Economic Development Program (OEDP) Committee, and stakeholders.	Two semi-annual reports that will be distributed to the public, business community, stakeholders and Board of County Commissioners. One half-hour TV report	Year round	9,820
11. Overhead costs to FAU	N/A	N/A	8,423
TOTAL			84,243

Budget

October 1, 2008-September 30, 2009

Fixed fee of \$84,243

Monthly payments of \$7,020 due to FAU



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: GL-08-0201

GENERAL LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

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

Coverage Limits:

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

Inception Date: 7/1/08

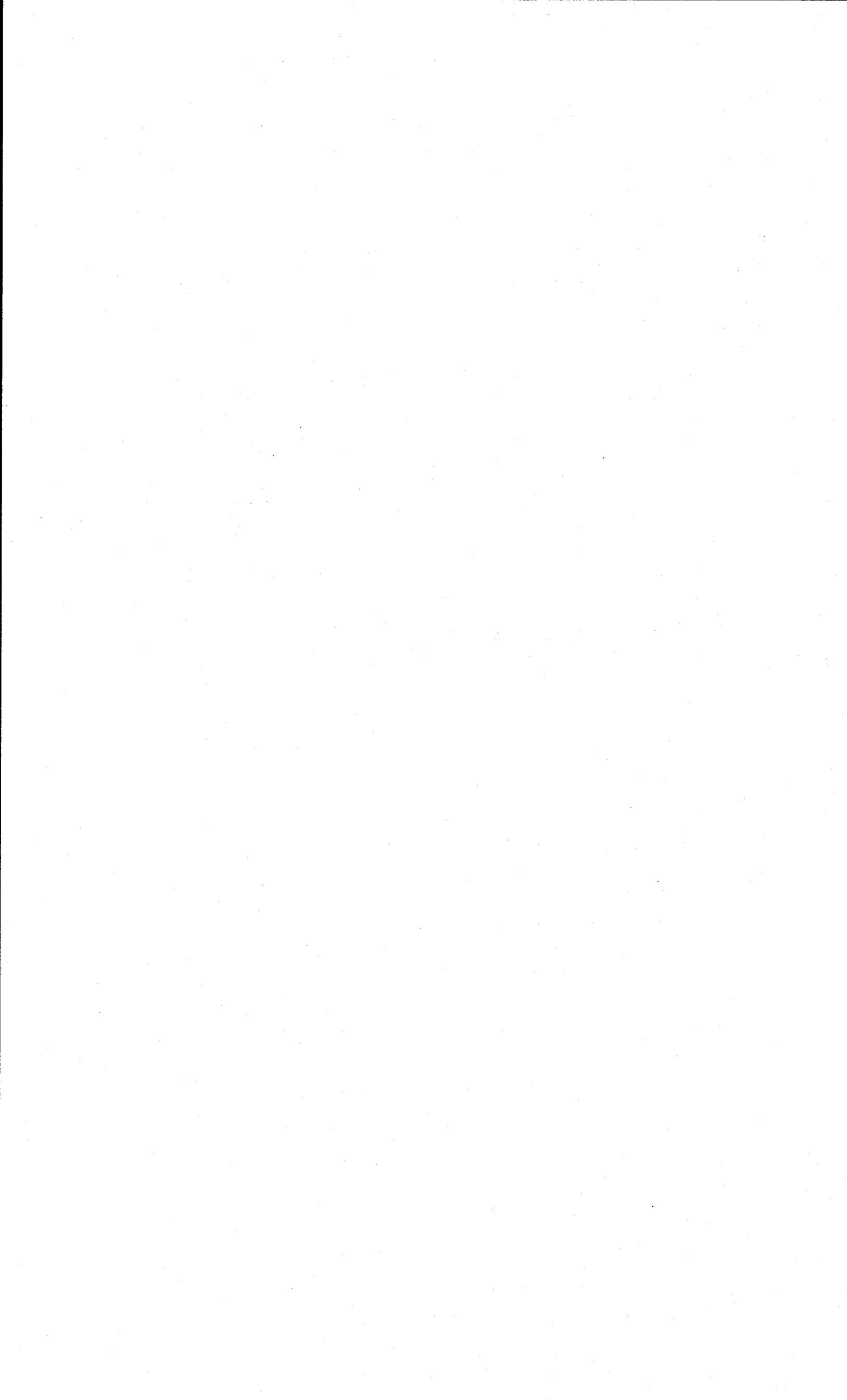
Expiration Date: 7/1/09

Alex Sink

Chief Financial Officer

D14-863
(REV. 3/01)

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





CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: WC-08-0201 STATE EMPLOYEE WORKERS'
COMPENSATION and EMPLOYER'S
LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

Coverage Limits:

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

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

Inception Date: 7/1/08

Expiration Date: 7/1/09

Alex Sink

Chief Financial Officer

D14-867
(REV. 3/01)

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



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: AL-08-0201 **AUTOMOBILE LIABILITY**

Name Insured: FLORIDA ATLANTIC UNIVERSITY

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

Coverage Limits:

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

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

Inception Date: 7/1/08

Expiration Date: 7/1/09

Alex Sink

Chief Financial Officer

DM-864
(REV. 3/01)

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