

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

3A-4

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009

[X] 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 Florida Atlantic University Board of Trustees (FAU) in the amount of \$23,000 to assist with the implementation of the Strategic Economic Development Plan. The term of this Agreement is retroactive from October 1, 2009 through September 30, 2010, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Summary: The Center for Environmental Studies (CES) at FAU will assist the Office of Economic Development in:

- (A) Identifying and applying for federal, state and private/not for profit funding sources to implement the current Strategic Plan;
- (B) Producing a televised annual report of the Strategic Plan output, with a public education component to the 2010 Economic Summit. The one half-hour TV report will be created in partnership with Channel 20;
- (C) Planning and executing a smaller scale 2010 Economic Summit, which will include all stakeholders and public private partners to provide input and recommendations for the updating of the original 21st Century Economic Strategic Plan; and
- (D) Providing an electronic semiannual update on the status of the Strategic Plan projects. Countywide (DW)

Background and Policy Issues: The Palm Beach County Board of County Commissioners held an Economic Summit on November 9 and 10, 2005 that began a phased multi-year process of economic visioning, planning, and implementation; resulting in the development of an updated Palm Beach County Strategic Economic Development Plan. On March 13, 2007, The Board of County Commissioners adopted the Strategic Economic Development Plan. This Plan includes 67 action items envisioned to create \$1 billion in new revenue over a 20-year period in Palm Beach County. The Goal is to sustain the county's economic vitality, increase the tax base, and improve the quality of life.

Attachments:

Contract

Recommended by: _____

Economic Development Director

Date

Approved by: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Grant Expenditure	<u>23,000</u>				
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	<u>23,000</u>				
# ADDITIONAL FTE POSITIONS					
(Cumulative)					

Is Item Included In Current budget? Yes X No

Budget Account Number:

Fund 1539 Department 764 Unit 1232 Object 8201

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

The source for the \$23,000 is the Economic Strategic Plan budget line item.

C. Departmental Fiscal Review. *Harry H. Lee* 9/17/09

III. REVIEW COMMENTS

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

ME 10/14/09
OFMB 10/16/09

Dr. S. Just 10/19/09
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 10/19/09
Assistant County Attorney

*This Contract complies with our
contract review requirements.*

C. Other Department Review:

Department Director

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

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

This Contract, entered into this _____ day of _____, 2009, 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 Environmental Studies (CES), 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 the planning and implementation of an Economic Summit with a public education component relating to the 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 Dr. Michael Moriarty, Interim Vice President for Research, telephone no. (561) 297-0777.

The CONSULTANT's representative for Contract auditing matters during the performance of this Contract shall be Edwin Bommel, 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 Jo Ann Jolley, Associate Director and Mary Beth Hartman, Research Associate, both of The Center for Environmental Studies, having its principal address at 5353 Parkside Drive, Bldg. RF, Room 225, Jupiter, FL 33458, telephone no. (561) 799-8546 hereinafter referred as the PROJECT DIRECTOR. The CONSULTANT agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of COUNTY.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2009 and complete all services by September 30, 2010 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 **twenty-three thousand dollars (\$23,000.)** 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. 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:

Michael Moriarty, Ph.D., Interim Vice President for Research
Florida Atlantic University
777 Glades Road, AD 247
Boca Raton, FL 33431

With copy to:

Jo Ann Jolley, Associate Director
Center for Environmental Studies (CES)
5353 Parkside Drive, Bldg. RF, Room 225
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, BY ITS
BOARD OF COUNTY COMMISSIONERS

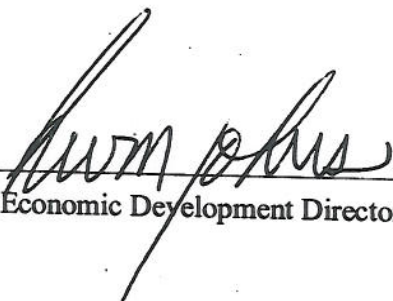
By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS AND CONDITIONS:

By: _____
Senior Assistant County Attorney

By:  _____
Economic Development Director

CONSULTANT:

Company Name
Florida Atlantic University Board of Trustees

Company's Representative & Title
Michael Moriarty, Ph.D.
Interim Vice President for Research

Signature _____

(CORPORATE SEAL)

WITNESS:

Name (type or print)

Signature

EXHIBIT "A"
SCOPE OF WORK

I. FLORIDA ATLANTIC UNIVERSITY CENTER FOR ENVIRONMENTAL STUDIES (CES)

The PROJECT DIRECTOR will provide assistance to the Palm Beach County Economic Development Office to plan and implement an Economic & Sustainability Summit involving the partners and stakeholders assisting with the implementation of Palm Beach County's five-year Strategic Economic Development Plan. A public education component will also be developed in the form of a 30-minute television show to allow for County-wide access to the results of the Summit.

DELIVERABLES AND TIMEFRAME

Assist in the Implementation of the 21st Century Palm Beach County Strategic Economic Plan Summit Update and Public Education Component

The Center for Environmental Studies (CES) at Florida Atlantic University (FAU), in coordination with the Economic Development Office (EDO), will provide professional and technical support for the implementation and development of a 2010 Economic & Sustainability Summit. The original Economic Summit was held in the fall of 2005 and the 2010 Economic & Sustainability Summit will serve as a five-year benchmark. The purpose of the Summit will be to evaluate new opportunities, consider challenges and roadblocks, and to identify responsibilities and funding and leadership needs for fulfillment of the "next steps" in the continued implementation of the Strategic Economic Development Plan. The COUNTY and stakeholders have been working on numerous projects that resulted from the 2005 & Sustainability Summit and the 2010 Summit will result in an update of the original Plan. FAU will work closely with lead and supportive agencies to assist in the planning and implementation of the 2010 Economic Summit. To ensure a public education component FAU will assist the EDO in creating a 30-minute televised annual report in partnership with Palm Beach County's Channel 20. FAU will assist with the identification of potential federal, state and private or not for profit funding sources to aid in the continued implementation of the Strategic Plan.

Reporting process and updates of performance measures will be provided per Exhibit "C".

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
1. Provide technical assistance to the EDO to plan and execute a 2010 Economic Summit. The Summit will be smaller in scale than the 2005 Summit due to economic conditions but will include all stakeholders and public private partners to provide input and recommendations for the updating of the original Plan.	Convene and attend meetings as needed to plan and execute a 2010 Economic Summit. Assist the EDO with the Summit's logistical details, recruitment and briefing of stakeholders and partners and a public awareness component throughout the process via the EDO website.	Year round	8,000
2. Assist with a televised report that will provide an annual update of Strategic Economic Development Plan and provide a public education component to the 2010 Economic Summit. The one half-hour TV report will be created in partnership with Channel 20.	A televised annual report that will be aired to the public, business community, stakeholders, the Overall Economic Development Program (OEDP) Committee, and the Board of County Commissioners.	Year round	9,600
3. FAU will assist with the identification of potential federal, state and private or not for profit funding sources to aid in the continued implementation of the Strategic Plan.	Three funding sources identified to continue the implementation of action items within the Plan.	Year round	2,000

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
4. Provide an electronic semiannual update on the status of the projects being implemented in the Strategic Economic Development Plan. Consult with the stakeholders and partners to provide a benchmark of the projects midway through the fiscal year.	One semi-annual report that will be distributed to the public, business community, stakeholders, Overall Economic Development Program (OEDP) Committee and Board of County Commissioners.	End of second quarter	1,100
Overhead costs to FAU	N/A	N/A	2,300
TOTAL			23,000

II. PALM BEACH COUNTY

Palm Beach County agrees to the following:

- A. Provide funding in the amount of twenty-three thousand dollars (\$23,000) for consulting services.
- B. Provide support in the coordination of 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 \$23,000 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 2009	November	1,917
November 2009	December	1,917
December 2009	January	1,917
January 2010	February	1,917
February 2010	March	1,917
March 2010	April	1,917
April 2010	May	1,917
May 2010	June	1,917
June 2010	July	1,917
July 2010	August	1,917
August 2010	September	1,917
September 2010	October	1,913
TOTAL		\$23,000

EXHIBIT "C"
REPORTING FORM

Report Date:

Report Period (check one): ☐ October 1, 2009 – February 28, 2010 (Due on March 15th)
 ☐ March 1, 2010 – September 30, 2010 (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
Planning and Implementation of a Second Economic Summit with a
Public Education Component
October 1, 2009 – September 30, 2010

Description of Project

The Center for Environmental Studies (CES) 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 the planning and implementation of a second Economic Summit involving the partners and stakeholders assisting with the implementation of Palm Beach County's five-year Strategic Economic Development Plan. A public education component will also be developed in the form of a 30-minute television show to allow for County-wide access to the results of the Summit.

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. CES at FAU research faculty have been engaged with the County in the implementation of the projects within the Plan during the previous fiscal year. This proposal is for CES at FAU to provide technical assistance in the planning and implementation of a second Economic Summit to update the Plan and benchmark its ongoing projects. The Summit will address the economic realities of today's marketplace and bring together the partners and stakeholders assisting with the implementation of the projects within the Plan.

CES at FAU will assist the EDO with a televised report that will provide an annual update of the Plan and provide a public education component to the 2010 Economic Summit. The one half-hour TV report will be created in partnership with Palm Beach County's Channel 20 and will be aired to the public, business community, stakeholders, the OEDP, and the BCC. CES at FAU will also provide an electronic semiannual update on the status of the projects being implemented in the Plan, consulting with the stakeholders and partners to provide a benchmark of the projects midway through the fiscal year.

The role of CES at FAU has been to work with the PBC EDO and the OEDP Steering Committee in assessing the success and implementation of the County's five year Plan as identified in the five strategic directions and 67 actions items identified in the Plan. CES at FAU research faculty have also been engaged regularly in assisting the EDO in evaluating strategies for the various projects as they progress or stall. The monitoring of the Plan has had a results oriented focus and worked to ensure consistency with the PBC five-year capital improvement program.

A monitoring system has been developed, based upon the action items listed in matrix form in the PBC Plan. A subsequent implementation matrix, developed by research faculty at CES 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.

Key Personnel

James F. Murley, J.D., Associate Dean for External Affairs
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, FAU's Associate Dean for External Affairs, and/or Mary Beth Hartman, CES 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.

DELIVERABLES AND TIMEFRAME

Assist in the Implementation of the 21st Century Palm Beach County Strategic Economic Plan Summit Update and Public Education Component

The Center for Environmental Studies (CES) at Florida Atlantic University (FAU), in coordination with the Economic Development Office (EDO), will provide professional and technical support for the implementation and development of a 2010 Economic & Sustainability Summit. The original Economic Summit was held in the fall of 2005 and the 2010 Economic & Sustainability Summit will serve as a five-year benchmark. The purpose of the Summit will be to evaluate new opportunities, consider challenges and roadblocks, and to identify responsibilities and funding and leadership needs for fulfillment of the "next steps" in the continued implementation of the Strategic Economic Development Plan. The COUNTY and stakeholders have been working on numerous projects that resulted from the 2005 Summit and the 2010 Summit will result in an update of the original Plan. FAU will work closely with lead and supportive agencies to assist in the planning and implementation of the 2010 Economic & Sustainability Summit. To ensure a public education component FAU will assist the EDO in creating a 30-minute televised annual report in partnership with Palm Beach County's Channel 20. FAU will assist with the identification of potential federal, state and private or not for profit funding sources to aid in the continued implementation of the Strategic Plan.

October 2009-September 2010

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
1. Assist with a televised report that will provide an annual update of Strategic Economic Development Plan and provide a public education component to the 2010 Economic & Sustainability Summit. The one half-hour TV report will be created in partnership with Channel 20.	A televised annual report that will be aired to the public, business community, stakeholders, the Overall Economic Development Program (OEDP) Committee, and the Board of County Commissioners.	Year round	8,000

DELIVERABLE	PERFORMANCE MEASURE	DATE	COST
2. Provide technical assistance to the EDO to plan and execute a 2010 Economic & Sustainability Summit. The Summit will be smaller in scale than the 2005 Summit due to economic conditions but will include all stakeholders and public private partners to provide input and recommendations for the updating of the original Plan.	Convene and attend meetings as needed to plan and execute a 2010 Economic & Sustainability Summit. Assist the EDO with the Summit's logistical details, recruitment and briefing of stakeholders and partners and a public awareness component throughout the process via the EDO website.	Year round	9,600
3. FAU will assist with the identification of potential federal, state and private or not for profit funding sources to aid in the continued implementation of the Strategic Plan.	Three funding sources identified to continue the implementation of action items within the Plan.	Year round	2,000
4. Provide an electronic semiannual update on the status of the projects being implemented in the Strategic Economic Development Plan. Consult with the stakeholders and partners to provide a benchmark of the projects midway through the fiscal year.	One semi-annual report that will be distributed to the public, business community, stakeholders, Overall Economic Development Program (OEDP) Committee and Board of County Commissioners.	End of second quarter	1,100
Overhead costs to FAU	N/A	N/A	2,300
TOTAL			23,000

With this project, Florida Atlantic University (FAU) will work closely with lead and supportive community partners in Palm Beach County (PBC) to assist in the planning and implementation of a 2010 Economic & Sustainability Summit. FAU, working through the Center for Urban & Environmental Solutions, worked with many of these local and regional partners to implement the 2005 PBC Economic Summit. This Summit served as a broad educational and outreach program for the citizens of PBC and included educational sessions with FAU and PBCC's Presidents, along with the PBC School District Superintendent. The proposed 2010 Summit will also include a strong focus on education issues important to PBC's citizenry as education is one of the five strategic directions focused on in the original Summit and the PBC Strategic Economic Development Plan, of which FAU was a prime author. The purpose of the 2010 Summit will be to update the Plan and include a sustainability component that will address climate change issues throughout the five strategic directions, of which education is one.

In addition, the sustainability component of the Summit will bring into account FAU's new Integrative and Collaborative Climate and Energy Initiative and will work with FAU's Center for Environmental Studies to advance the understanding and importance of climate change and energy issues for the policy makers, stakeholders and citizens of PBC. This will be accomplished through the development of an educational TV show on the Summit process and outcomes in partnership with PBC's public TV station, Channel 20. The show will greatly increase the visibility of FAU within the community along with educating the citizenry on the linkage between economic development and sustainability through its educational outreach. The show will be aired by Channel 20, sent to each of the PBC municipalities that have local TV shows, provided to educational institutions, posted on the PBC Government website and widely distributed through the Economic Development Office and its partners to ensure the widest possible public outreach. Portions of this show will also be worked into the multimedia public outreach program linked to PBC's Energy Efficiency & Conservation Block Grant further enhancing its educational reach.

Budget

October 1, 2009-September 30, 2010

Fixed fee of \$23,000

Monthly payments of \$1917 due to FAU



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: AL-09-0201

Automobile Liability
Certificate of Coverage

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: 7/1/2009

Expiration Date: 7/1/2010

Alex Sink

CHIEF FINANCIAL OFFICER

DFS-D0-864
(REV. 3/01)

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



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-09-0201

State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

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: 7/1/2009

Expiration Date: 7/1/2010

Alex Sink

CHIEF FINANCIAL OFFICER

DFS-D0-867
(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

Policy Number: GL-09-0201

General Liability
Certificate of Coverage

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: 7/1/2009

Expiration Date: 7/1/2010

Alex Sink

CHIEF FINANCIAL OFFICER

DFS-D0-863
(REV. 3/01)

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