

**3A-7**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date:** October 20, 2009       **Consent**                       **Regular**  
     **Workshop**                                       **Public Hearing**

**Department:** Administration  
**Submitted By:** Administration  
**Submitted For:** Economic Development Office  
 =====

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve an Agreement with the World Trade Center Association Palm Beach (WTCPB), Inc. in the amount of \$30,000 from October 1, 2009 to September 30, 2010.

**Summary:** This Agreement with the WTCPB will provide funding to assist the Office of Economic Development in promoting Palm Beach County internationally, assisting local businesses to grow internationally, and motivate foreign-based companies to expand into / invest in Palm Beach County. The scope of services outlined in this Agreement include: (a) Hosting four consulate Global Commerce Tours to Palm Beach County, (b) Assisting in developing Palm Beach County's international trading relationships targeting World Trade Center locations in Germany where Memoranda of Understanding have been executed with the WTCPB, (c) Assisting in strengthening the international financial cluster in Palm Beach County. Funding is included in the 2010 budget. The FY 2010 Grant Agreement of \$30,000 is reduced from last year's level of \$99,000. Countywide (DW)

**Background and Policy Issues:** The World Trade Center Association Palm Beach Inc. (WTCPB) is a not-for-profit Florida corporation. Its mission supports the expansion of business opportunities in Palm Beach County. Since the WTCPB's inception in 1999, the WTCPB has become the lead entity on international trade issues in this area. The WTCPB is a member of the World Trade Center Association and affiliated with more than 300 World Trade Centers in 100 countries worldwide. Leveraging this global network, the WTCPB facilitates business opportunities and global penetration by incorporating education, information, and the exchange of culture and civic responsibility with commerce.

**Attachments:**  
 FY 2010 Contract

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**Recommended by:** *Kevin Johns*                                      10.5.09  
    \_\_\_\_\_  
    Economic Development Director                                      Date

**Approved by:** *Sharon O'Byrne*                                      10-8-09  
    \_\_\_\_\_  
    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>\$30,000</u>	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$30,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

**Budget Account Number:**

Fund 1539 Department 764 Unit 1222 Object 8201

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

\$30,000 from 1539-764-1222-8201

C. Departmental Fiscal Review: *[Signature]* 9/28/09

**III. REVIEW COMMENTS**

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

*[Signature]* 10/5/09  
 OFMB *[initials]*  
*[initials]*

*[Signature]* 10/9/09  
 Contract Dev. and Control

This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

*[Signature]* 10/13/09  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and **World Trade Center Association Palm Beach, Inc.**, a not-for-profit Florida corporation, having its principal place of business at Phillips Point, West Tower, 777 South Flagler Drive, Suite 800, West Palm Beach, Florida 33401, hereinafter referred to as "WTCPB", whose Federal I.D. number is **65-0976620**.

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

WHEREAS, WTCPB is a not-for-profit association affiliated to the World Trade Centers Association, which includes nearly 300 World Trade Centers in 85 countries and whose mission is to expand international business opportunities in Palm Beach County, Florida; and

WHEREAS, WTCPB offers assistance to companies and governments to identify and compete for international business, and create alliances and support from businesses and governmental communities in which it serves; and

WHEREAS, COUNTY now finds and determines that it is in the public interest to enter into an Agreement with WTCPB to establish Palm Beach County as an international trade hub, thereby expanding the COUNTY'S tax base; and

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

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

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

### Recitals

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

## **PART I TERMS OF THE AGREEMENT**

### Scope of Services

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

### Effective Date and Term

The effective date of this Agreement shall be the 1<sup>st</sup> day of October 2009. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30<sup>th</sup> day of September 2010.

### Funding

COUNTY hereby grants to WTCPB a total of **\$30,000 (Thirty Thousand Dollars)** under the terms of this Agreement for WTCPB's international business development activities, conducted on behalf of the COUNTY as generally described in Exhibit "A." Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

### Performance Period

WTCPB shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. In any event, all services required hereunder shall be completed by WTCPB no later than September 30, 2010.

### Method of Payment

Payment of COUNTY'S obligation pursuant to this Agreement shall be made to WTCPB as follows: Payment of **\$2,500** each month upon submittal of a consulting service invoice, for a total amount not to exceed **\$30,000**. It is understood that payments remain subject to satisfactory achievement of the deliverables as stated in Exhibit "A."

### Conditions on which Payment is Contingent

#### *Financial Accountability*

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

#### *Reports*

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

## **PART II GENERAL CONDITIONS**

### Opportunities for Residents and Civil Rights Compliance

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

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

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

### Federal and State Tax

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

### Governing Law and Venue

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

### Binding Effect

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

### Construction of Agreement

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

### Recognition

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

### No Forfeiture

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

### Default

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

### Failure to Comply

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

### Waiver

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

### Termination

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

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

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

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

### Amendments

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

on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

#### Personnel

WTCPB represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with COUNTY. All of the services required herein under shall be performed by WTCPB or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in WTCPB's key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. WTCPB warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of WTCPB's personnel (and all Subcontractors) while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

#### Evaluation and Monitoring

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

#### Insurance

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

##### A. *Commercial General Liability*

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

##### B. *Professional Liability*

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

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

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

##### D. *Additional Insured*

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

##### E. *Certificate(s) of Insurance*

Prior to execution of this Agreement, WTCPB shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. The Certificate(s) of Insurance shall include a

minimum thirty (30) days endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder shall read "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10<sup>th</sup> Floor, West Palm Beach, FL 33401."

F. *Right to Review*

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

G. *Waiver of Subrogation*

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

Indemnification

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

Successors and Assigns

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

Remedies

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

Conflict of Interest

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

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

in conflict of interest with respect to services provided to the COUNTY by WTCPB under the terms of this Contract.

#### Excusable Delays

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

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

#### Arrears

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

#### Independent Contractor Relationship

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

#### Access and Audits

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

#### Non-Discrimination

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

#### Severability

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

#### Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, WTCPB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a). The convicted vendor list website is: [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

#### Availability of Funds

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

#### Data Becomes COUNTY Property



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

Authority to Practice

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

Notice

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

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

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

With a copy to:

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

If sent to WTCPB, notices shall be addressed to:

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

Entirety of Contractual Agreement

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

Criminal History Records Check

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

Regulations; Licensing Requirements

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

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and WORLD TRADE CENTER ASSOCIATION PALM BEACH INC. 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: \_\_\_\_\_  
John F. Koons, Chairman

WITNESS:

WORLD TRADE CENTER ASSOCIATION  
PALM BEACH, INC.

By: Munroe Harlow By: [Signature]  
(Signature)

Munroe Harlow  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Senior Assistant County Attorney

By: [Signature]  
Economic Development Director

**EXHIBIT A  
WORLD TRADE CENTER PALM BEACH  
SCOPE OF SERVICES – FY 2010**

**OBJECTIVES**

Assist in establishing Palm Beach County as a hub for world trade and finance. Suggest policy that will assist in building an institutional framework that will foster international trade and investment.

Promote Palm Beach County’s capabilities, strengths and advantages, and enhance its image internationally to (a) encourage economic growth, trade and international investment and (b) encourage partnerships that support expanding the COUNTY’s international business opportunities.

Continue to work cooperatively with the Capital Markets Advisory Group in seeking methods by which Palm Beach County can strengthen its visibility as an attractive location for financial and commercial activities. Assist in fostering the knowledge of the Consular Corp to the benefits of an International Finance District.

Assist local businesses to grow internationally by continuing to offer them business information, services, and opportunities.

**SCOPE OF SERVICES**

A. WTCPB agrees to the following deliverables for FY 2010:

<b>DELIVERABLE # 1</b>	<b>PERFORMANCE MEASURES</b>	<b>DATE</b>	<b>COST</b>
<p><b>Host Four Consulate Global Commerce Tours to Palm Beach County</b></p> <p>WTCPB will conduct four Consulate Global Commerce Tours in Palm Beach County to expand the diplomatic community’s awareness of Palm Beach County, its various industry clusters, the potential business opportunities, and international relationships. The four tours will focus on the PBC industry clusters, specifically life science, agribusiness, aerospace/engineering, business/financial services, green energy, tourism/recreation/entertainment. In addition, the tours will be a means to present the proposed Inland Port to world markets.</p>	<p>Four tour reports, one on each global commerce tour with corresponding business opportunities.</p>	<p>4 during the contract period, prefer one per quarter.</p>	<p>\$16,000</p>
<b>DELIVERABLE # 2</b>	<b>PERFORMANCE MEASURES</b>	<b>DATE</b>	<b>COST</b>
<p><b>Market international events and business activities</b></p> <p>WTCPB will work collaboratively with the County’s Department of Public Affairs through the Economic Development Office to provide press releases of forthcoming inbound and outbound trade missions or other international activities listed in or resulting from the WTCPB’s 2010 Scope of Services.</p>	<p>Press releases</p>	<p>Year round</p>	<p>\$2,000</p>

<b>DELIVERABLE # 3</b>	<b>PERFORMANCE MEASURES</b>	<b>DATE</b>	<b>COST</b>
<b>Assist in developing Palm Beach County's international trading relationships targeted at WTC locations in Germany where MOUs signed with the WTCPB.</b>	Monthly contact notes with business opportunities.	December 16, 2009 thru Sept 30, 2010	\$8,000
<b>DELIVERABLE #4</b>	<b>PERFORMANCE MEASURES</b>	<b>DATE</b>	<b>COST</b>
<b>Assist in strengthening the international financial industry cluster in Palm Beach County.</b>  WTCPB will continue working with the Capital Markets Advisory Group to foster the development of an international financial industry cluster in Palm Beach County. WTC will support the Economic Development Office in efforts to promote the Capital Markets Advisory Group.  WTCPB will continue working with the diplomatic community to establish relationships with foreign international banking institutions to promote and encourage locating in Palm Beach County. WTCPB will support the Economic Development Office in efforts to promote and develop an international financial district.	Meeting attendance lists.  Summary reports containing results of meetings with diplomats, trade commissioners, and foreign banking institutions.  WTCPB will provide EDO with subsequent contact leads provided by consulates that respond to WTCPB's earlier inquiry requesting the consulates to provide a list of their country's international financial companies.	Year round	\$4,000
<b>TOTAL</b>			<b>\$30,000</b>

**B. The COUNTY Agrees to:**

1. Provide funding in the amount of Thirty Thousand Dollars (\$30,000) for services as outlined herein.
2. Provide technical assistance to ensure compliance with applicable State, Federal and COUNTY regulations and this Agreement.

**EXHIBIT B**  
**REPORTING FORM**

Date \_\_\_\_\_

Signature \_\_\_\_\_

<b>Quarterly Reports</b>	<b>Reporting Period</b>	<b>Due Date</b>
<input type="checkbox"/> 1 <sup>st</sup> Quarter	Oct. 1 - Dec. 31, 2009	January 15, 2010
<input type="checkbox"/> 2 <sup>nd</sup> Quarter	Jan. 1 - March 31, 2010	April 15, 2010
<input type="checkbox"/> 3 <sup>rd</sup> Quarter	April 1 - June 30, 2010	July 15, 2010
<input type="checkbox"/> 4 <sup>th</sup> Quarter	July 1 - Sept. 30, 2010	September 30, 2010

Final Report: On/before September 30, 2010.

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

Cert ID 48231

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/13/2009

**PRODUCER**  
Wells Fargo Insurance Services Southeast  
2054 Vista Parkway, Suite 400  
West Palm Beach FL 33411-2718

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. Auto-Owners Insurance Company	18988
INSURER B. Evanston Insurance Company	35378
INSURER C	
INSURER D	
INSURER E	

**COVERAGES**

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

INSR ADD'L LTR	INSRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	7268023909	2/28/2009	2/28/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AOGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7268023909	2/28/2009	2/28/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Professional Liab.	80840144	5/12/2009	5/12/2010	\$1,000,000 Ea/\$1,000,000 Agg Deductible: \$2,500 Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 10 days notice of cancellation for non payment of premium. Retro Date: May 11, 2005. Certificate Holder is additional insured with respect to General Liability.

**CERTIFICATE HOLDER**  
 Palm Beach County  
 Attn: Claudia Lopez / *Munroe Harlow*  
 C/o Economic Development Office  
 301 N. Olive Avenue, 10th FL  
 West Palm Beach FL 33401

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

5/13/2009

### **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PALM BEACH · MARTIN · OKEECHOBEE



ST. LUCIE · INDIAN RIVER · HENDRY

**World Trade Center  
Palm Beach**

September 28, 2009

Munroe Harlow  
Senior Planner  
Palm Beach County Government  
Office of Economic Development  
301 N. Olive Avenue, 10th Floor  
West Palm Beach, FL 33401

Dear Ms. Harlow:

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

Sincerely,

Louis Haddad  
President