

AGENDA ITEM SUMMARY

Department: Department of Economic Sustainability

1. Amendment No. 2 to the Agreement with the Business Development Board
2. Amendment No. 1 (R2011-2067) to the Agreement w/the Business Development Board
3. Agreement (R2011-1975) with the Business Development Board

Approved By: Sharon G. By 9-30-13
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Grant Expenditures	\$100,000				
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$100,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 1539 Dept 143 Unit 7154 Object 8201 Program Code/Period N/A

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

Source of funds are general fund ad valorem dollars.

C. Departmental Fiscal Review:

Shairrette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

*Total BDB FY 2014 budget is \$1,031,470

OFMB

Contract Development and Control

B. Legal Sufficiency:

Legal sufficiency.
See CDC's comment

Senior Assistant County Attorney

At the time of our review
the Amendment was not
executed.

C. Other Department Review:

Department Director

AMENDMENT NO. 2
TO THE AGREEMENT WITH
THE BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY, INC.

THIS AMENDMENT NO. 2, entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the Business Development Board of Palm Beach County, Inc., a not-for-profit Florida Corporation, hereinafter referred to as the BOARD, whose **Federal Tax Identification Number is 59-2169828**.

WITNESSETH

WHEREAS, the parties entered into a Contract (R2011-1975) on December 6, 2011 (the "Agreement" or "Contract"), under which the BOARD is to provide general marketing and business recruitment, expansion and retention activities; and

WHEREAS, the parties entered into Amendment No. 1 (R-2011-2067) on December 20, 2011, in order to address funding and scope of services modifications that were in effect for FY 2012 only; and

WHEREAS, the parties wish to amend the Agreement to provide for additional funding for FY 2014, modify the notice provision, and incorporate certain language required by COUNTY; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Amendment No. 2 shall have the same meaning and effect as in the Agreement.
2. Supplemental funding has been approved by the Board of County Commissioners for Fiscal Year 2014 in the amount of One Hundred Thousand Dollars (\$100,000.00) ("FY 14 Supplement") effective October 1, 2013. The BOARD will bill the COUNTY for the FY 14 Supplement on a monthly basis, in twelve (12) equal payments of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33), by including the payments on the invoices with the annual funding payments. The FY 14 Supplement is subject to the same terms and conditions of the Contract as the annual contract amount of Nine Hundred Thirty One Thousand, Four Hundred and Seventy Dollars (\$931,470.00).
3. **Article 26, Notice**, is hereby modified to replace the address for the COUNTY with:

Sherry Howard, Deputy Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

The address for copies remains unchanged.

4. No provision of the Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Agreement, including but not limited to any citizens of the COUNTY or employees of COUNTY or BOARD.
5. Except as modified previously and by this Amendment No. 2, the Agreement remains unmodified and in full force and effect, and the parties hereby ratify, conform and adopt the Agreement, as amended, in accordance with the terms thereof. This Amendment No. 2 is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the COUNTY and the BOARD have executed this Amendment No. 2 or have caused the same to be executed by their duly authorized representatives as of 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: _____
Steven L. Abrams, Mayor

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS AND CONDITIONS:

By: _____
Senior Assistant County Attorney

By: _____
Sherry Howard, Deputy Director
Department of Economic Sustainability

WITNESS:

BUSINESS DEVELOPMENT BOARD
OF PALM BEACH COUNTY, INC.

By: _____
Signature

By: _____
Kelly Smallridge, President & CEO

By: _____
Signature

(Seal)
Corporation not-for-profit

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R2011-2067

AMENDMENT NO. 1

TO THE AGREEMENT WITH

THE BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY, INC.

DEC 20 2011

THIS AMENDMENT NO. 1, entered into this _____ day of _____, 2011, by and between Palm Beach County, hereinafter referred to as the COUNTY, a political subdivision of the State of Florida and the Business Development Board of Palm Beach County, Inc., a not-for-profit Florida Corporation, herein after referred to as the BOARD, whose Federal Tax Identification Number is 59-2169828.

WITNESSETH

WHEREAS, the parties entered into a Contract under which the BOARD is to provide general marketing and business recruitment, expansion and retention activities; and

WHEREAS, the BOARD has proposed the implementation of a more aggressive and strategic marketing plan, the New Marketing Initiatives 1.0, not included in the current "Scope of Services" outlined in the BOARD's current contract; and

WHEREAS, the parties agree to amend the Scope of Services for FY 2012; and

WHEREAS, the COUNTY hereby grants \$200,000 to be matched by \$200,000 obtained from private sector sources for a total of \$400,000 for the implementation of the New Marketing Initiatives 1.0.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

1. Revise ARTICLE 3 entitled PAYMENTS TO THE BOARD as follows: the total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed an annual contract amount of Nine Hundred Thirty One Thousand Four Hundred and Seventy Dollars (\$931,470.00) for each of the five (5) years subject to annual potential adjustment and appropriation, and a one-time grant in the amount of Two Hundred Thousand Dollars (\$200,000) to be matched by Two Hundred Thousand Dollars (\$200,000) obtained from private sector sources for the implementation of the New Marketing Initiatives 1.0. The BOARD will bill the COUNTY on a monthly basis, in eleven (11) equal payments of Ninety-Four Thousand Two Hundred Eighty-Nine Dollars (\$94,289.00) and one (1) payment of Ninety-Four Thousand Two Hundred Ninety-One Dollars (\$94,291.00). Retroactive payments will be made to cover services rendered beginning October 1, 2011. Invoices shall be accompanied by monthly status reports as detailed in Exhibit "A."
2. The Scope of Services as set forth in the FY 2012 Agreement is revised to include the attached Task 7A and Task 7B on Exhibit "A".

(The remainder of this page has been left intentionally blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Amendment No. 1 on behalf of the COUNTY and the BOARD has hereunto set its hand and seal the day and year above written.

ATTEST:

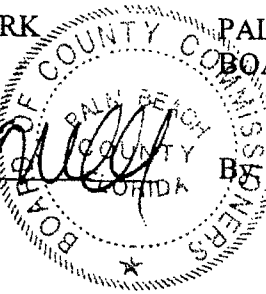
R2011-2067 DEC 20 2011

SHARON R. BOCK, CLERK
& COMPTROLLER

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

By: *Nancy Powell*
Deputy Clerk

By: *Shelley Vana*
Shelley Vana, Chair



WITNESS:

BUSINESS DEVELOPMENT BOARD
OF PALM BEACH COUNTY, INC.

By: *Susan Plimon*
Signature

By: *Kelly Smalley*
President/CEO

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS AND CONDITIONS:

By: *[Signature]*
Assistant County Attorney

By: *[Signature]*
Economic Development Director

Exhibit "A"

Task 7A New Market Initiatives 1.0

BOARD shall implement the New Market Initiatives 1.0 (inclusive of the Economic Development Office) to complete seven (7) core components and 16 linked initiatives and ad hoc activities. As stated in the proposal, administrative fees such as travel and subsistence costs will be paid from a different budget not funded by tax payer (COUNTY) money.

The BOARD shall provide a detailed monthly report to be accompanied by each invoice which consists of the following:

- Expenditures of COUNTY and matching dollars obtained from private sector sources per the 16 linked initiatives and ad hoc activities; and
- Identification of the metric/activities completed for each of the following initiatives/ad hoc activities.

FY2011-2012 New Marketing Initiative	County Funds	Private Funds	Total
Building the Pipeline - Corporate Relocations			
Behind the Gates Strategy	\$25,000	\$25,000	\$50,000
Prospect Databases	0	30,000	30,000
Industry Trade Show Materials	7,000	0	7,000
Building the Pipeline - Enterprise Florida			
Bio International Convention 6/18-21/2012	10,000	0	10,000
National Business Aviation Association Annual Conference 10/30 - 11/1/2012	10,000	0	10,000
Cluster Marketing Campaign	10,000	0	10,000
Site Consultant Digital Campaigns	5,000	0	5,000
Governor Recruitment Missions	19,000	0	19,000
Site Consultant Events	11,000	0	11,000
Building the Pipeline - Expansions			
Quarterly Magazines	44,000	16,000	60,000
Retention & Expansion Program	5,000	0	5,000
Website	0	47,000	47,000
Collateral	31,500	31,500	63,000
Public Relations	22,500	32,500	55,000
Social Media Campaign	0	15,000	15,000
Entrepreneur Eco System	0	3,000	3,000
Total	\$200,000	\$200,000	\$400,000

Task 7B Reporting Deliverables

Board shall provide a monthly detailed report accompanied by each invoice on the key results identified in the New Marketing Initiatives 1.0 Proposal as referenced on pages 4-35.

PROPOSAL:

FY 2011-12

NEW MARKETING INITIATIVES 1.0



Palm Beach County's Business Resource



Introduction

The Business Development Board of Palm Beach County, Inc. (BDB) plays a significant role in the economic development infrastructure and ecosystem of Palm Beach County. Specifically, we enhance the quality of life for Palm Beach County residents by fostering the creation of jobs through: the recruitment of new companies; the expansion and retention of companies located here and; the infusion of direct capital investment that results from expansions and relocations.

The BDB is requesting an additional \$200,000 from the Board of County Commissioners for the fiscal year, starting October 1, 2011-September 30, 2012, to be matched with private dollars to fund the initiatives outlined in the following pages of this document. The BDB's goal is to deliver a high-quality, highly targeted business development model capable of responding to shifting demands and market conditions. A review of existing marketing and business development initiatives statewide and nationally, has prompted the development of a more aggressive marketing plan which increases the visibility of Palm Beach County's business environment. We are challenging our business development strategies, marketing programs, and the way we think to ensure we are engaged in best-in-class practices which are relevant to our prospects.

The marketing plan we have developed positions Palm Beach County with targeted programs in very specific business channels. Our goal is to leverage our resources to ensure our business messages, propositions, and assets are received by decision makers and multipliers for maximum return on investment. We have taken stock of our resources and allocated them to programs that are lead and business development builders. Bringing new business and high-quality jobs to Palm Beach County drives this marketing plan. This document serves as a framework for the BDB's proposed 2011-12 Marketing Strategy. The outlined initiatives in the pages which follow are designed to:

- Enhance the business visibility of Palm Beach County
- Interface with intermediaries involved in the relocation decision chain
- Generate additional channels of economic development leads
- Grow existing investment
- Prevent out-migration of existing investment
- Position the County for sustainable growth and as an excellent place to live, work, learn, and play
- Shore-up BDB's marketing and business development infrastructure

In recent years, the impact of the recession and slow recovery has forced the reduction of economic development promotion across the United States. States and local municipalities are coming to terms with budget deficits and decreased resources for economic promotion. This presents Palm Beach County with an opportunity to fill the gaps left by our competitors. By increasing our marketing activities in a comprehensive and targeted manner, we will be able to achieve greater gains and capture a larger market share of active investment projects. The lack of activity by our competitors will make us more visible to investors. In tandem, we will be in a position to build our project pipeline and continue to diversify our economy. We are "In it to win it" and believe our County and its many assets can effectively compete with ANY regional market in the U.S. By optimizing the way in which we communicate with prospects and improving our marketing platforms and business development tools, the County will be well-positioned to increase the net results of our business development and retention efforts. The marketing program outlined in the following pages represents new initiatives and increased outreach not included in the current "Scope of Services" outlined in the BDB's current contract with the County.

These new initiatives will deliver the following key results over the course of the year - October 1, 2011-September 30, 2012:

- 80 additional significant leads to the BDB database;
- 25 additional retention meetings, an increase of 20% over FY 2010-11;
- Improved marketing materials, website, and collaterals;
- A new CRM system to manage business development data and intelligence;
- Over 1,000 new contacts added to the BDB database;
- Three investment projects;
- Meetings with 30 site selectors and intermediaries;
- Development of a high-level network of C-suite executives who have second homes in Palm Beach County

Kelly Smalridge
President & CEO
Business Development Board of Palm Beach County

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Program Objectives

The Marketing 1.0 Program will leverage a combination of strategic, tactical, and practical initiatives designed to achieve greater inward investment gains for Palm Beach County.

The overarching goal for the program is to create more jobs for County residents and increase the corporate tax base by:

- Updating business development and marketing support materials;
- Implementing new initiatives designed to increase inward investment from outside of Palm Beach County;
- Providing services and counsel to help grow existing businesses in Palm Beach County;
- Providing services and counsel to bolster retention efforts targeting existing business in Palm Beach County;
- Increasing efforts to meet with key intermediaries involved in the corporate relocation decision process;
- Working more closely with the County, key partners and stakeholders;
- Leveraging existing business assets in Palm Beach County in a structured manner;
- Attracting New Capital Investment in Palm Beach County.

One of the main objectives of the program will be to achieve a high-level of return on investment which is measured by the number of leads generated by the work outlined in the following pages. We will accomplish this by implementing our own programs and we plan to work as closely with county staff, municipal partners, chambers and Enterprise Florida as possible. As you may be aware, Enterprise Florida is undergoing major restructuring with the arrival of our new Governor and Secretary of Commerce, Swoope. Internal staff at Enterprise Florida are now being impacted and recently significant changes were announced within the organization's marketing team. Our goal is to take advantage of the influence of Enterprise Florida and leverage their resources. We need to remain flexible and adjust as Enterprise Florida sees opportunities presented by the new leadership. We will liaise with them, keeping in mind our objectives and expectations for the highest return on investment from this plan.

As a quantitative gauge of success for the overall program budget, the BDB estimates the Marketing 1.0 Program will generate one significant business lead for every \$5,000 of expenditure. A significant lead is defined as a lead which has a 50% or better chance of converting into an investment project in the County within three years. It is estimated the program will generate more than 80 significant investment leads for Palm Beach County over the next 12 months. Leads will take multiple months and maybe even years to facilitate.

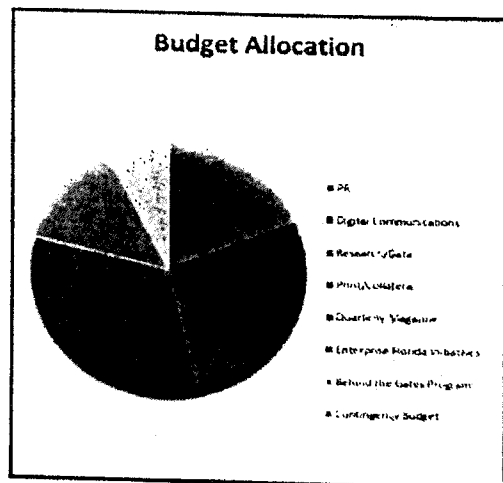
It is important we make an important distinction regarding the \$200,000 budget we are requesting; this budget will only be allocated to programs which can be measured and evaluated for their return-on-investment value. This budget will be allocated to specific programs with specific line items and activities which link directly back to the overall objectives of the Marketing Plan. Administrative fees such as travel and subsistence costs will be paid from a different budget not funded by tax payer money. The tax payers will not fund travel or entertainment related expenses. Any non-program line items will be paid for by private-sector funding. The program has seven core components with sixteen linked initiatives. In the detail supporting this marketing program, we have outlined the metrics and return on investment based on industry averages and success criteria. Each program component has its own distinct set of metrics and key result areas.

Program Schedule of Resources

The schedule of resources outlines the allocation of the budget as well as direct and indirect resources dedicated to the program and initiatives detailed in the plan. These resources include BDB staff hours dedicated to the delivery of each of the seven core components of the program.

Total New Marketing Budget - \$400,000

Below is the allocation of the budget based on the seven core components of the program and a small contingency budget for ad-hoc opportunities. The breakdown in percentages is as follows:



Behind the Gates - 12% (\$50,000)
 Digital Communications - 12% (\$47,000)
 Research and Data - 7.5% (\$30,000)
 Enterprise Florida Initiatives - 13.75% (\$65,000)
 Print and Marketing Support Collateral - 17.5% (\$70,000)
 Quarterly Magazine - 15% (\$60,000)
 Public Relations - 18.5% (\$75,000)

Staffing - 1,636 staff hours

Leveraging existing BDB staff, partners, volunteers, and outsourced vendors, BDB will assign available resources to the delivery of the program objectives. It is estimated that managed partners will provide approximately 30% of the staff hours assigned to the program and payments to the managed partners will account for 85% of the overall budget.

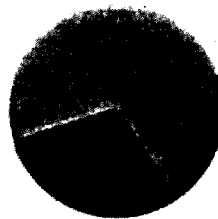
Public Relations - 70 hours
 Digital Communications - 271 hours
 Research and Data - 35 hours
 Print and Marketing Support Collateral - 80 hours
 Quarterly Magazine - 70 hours
 Enterprise Florida Initiatives - 480 hours
 Behind the Gates - 30 hours
 Events - 100 hours
 Retention - 500 hours

President



■ Other BDB Business
■ 1.0 Program

Senior VP of Administration



■ BDB Business
■ 1.0 Program
■ Stakeholders
■ Operations

VP Business Retention &...



■ BDB Business

VP Business Recruitment



■ BDB Business

VP Business Recruitment



■ BDB Business

Website Administrator...



■ BDB Business

VP Marketing & Media Relations



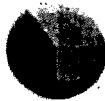
■ BDB Business

VP Investor Relations



■ BDB Business

VP Economic Development...



■ BDB Business

Administrative Assistant to the...



■ BDB Business

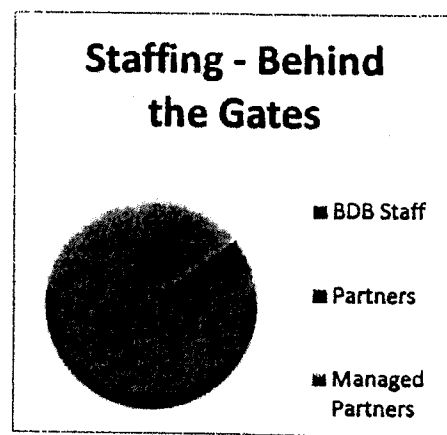
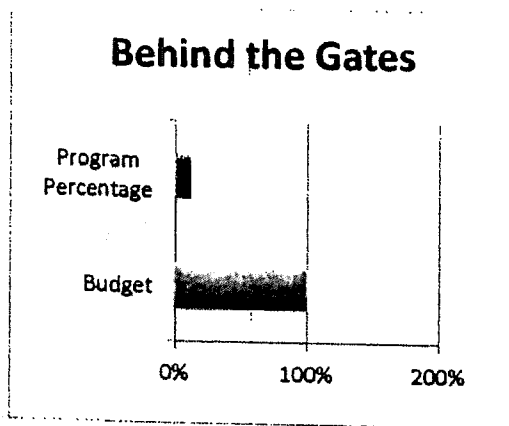
Administrative Assistant...



■ BDB Business

Building the Pipeline for Corporate Locations

Behind the Gates Strategy



Budget

\$50,000 \$25,000 Private Funding
 \$25,000 County Funding

Program Description

Develop a target database of CEOs with primary or second homes in Palm Beach County but no business operations. Work with a consultant to develop a plan to engage these executives and begin a dialogue to communicate the benefits of doing business in Palm Beach County. This consultant would work with a core group of highly influential top level CEOs currently living in the County. This core group would serve as the primary liaison between the BDB and our resident CEOs. This core group could do their own one-on-one marketing to their peers, under direction from the BDB. Messaging would include competitive assets of the environment, taxes, both individual and corporate, as well as key business messages which support Palm Beach County's proposition for business. The platform for engaging the CEO's would include hosting them at small dinners or other means of direct marketing.

Targets

CEO's with primary or second homes primarily in North Palm Beach, Manalapan, Palm Beach, Boca Raton and Wellington.

Objectives

To educate CEO's on Palm Beach County's proposition and the many benefits of doing business in the County and prospect within this existing channel for new investment projects. Additional objectives include the development of leads, a comprehensive database of CEOs, development of an energized network of influential key influencers, and a list of CEOs of resident companies with a potential to attract their vendors and suppliers and others to the County, and to expand their County operations.

Opportunities

The principal opportunity is to leverage the cost of doing business messages and Palm Beach County's proposition in discussions with CEOs already familiar with the region.

This effort also provides an opportunity to leverage our existing contacts with C-suite executives to help us accomplish our goals. One opportunity may include having our C-suite contacts host target CEOs to have peer-to-peer discussions on the benefits of doing business in Palm Beach County.

Metrics

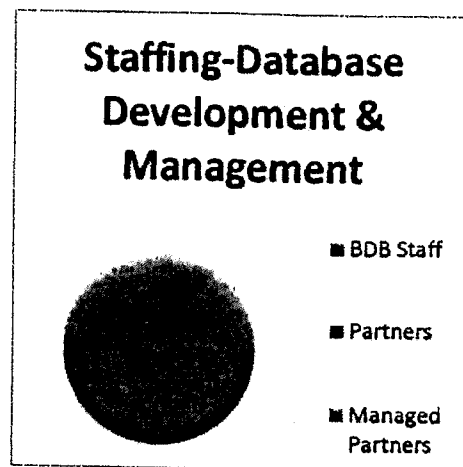
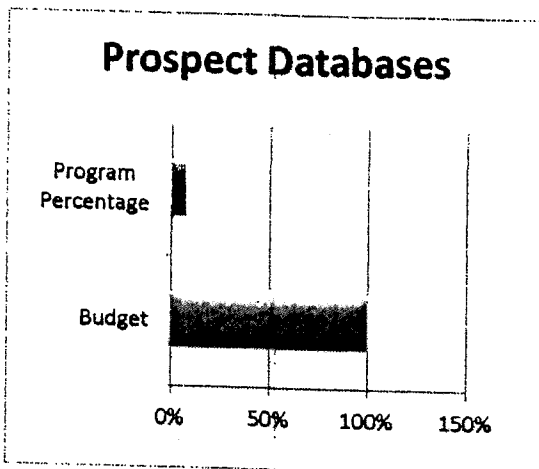
- Develop a database of 100 CEOs in the region
- Develop four strong leads
- Host six CEOs not currently living in the County
- Develop strategy for making this a multi-year program

Behind the Gates Strategy

Estimate of Resource

- \$50,000 budget
 - Targeting Strategy-\$20,000
 - Data Research-\$15,000
 - CEO Outreach-\$15,000
- Staff hours
 - Managed Partners – 120 hours
 - Internal – 30 hours

Prospect Databases



Budget

\$30,000 - \$30,000 Private Funding
\$0 County Funding

Program Description

The BDB developed several prospect databases over the years, which currently require revamping and realignment with current clusters and industry trends. In addition, given the state of the national economy, there are geographic markets that open up new and exciting opportunities for the State of Florida. These states have increased their corporate taxes and cost of doing business, thereby creating potential relocation candidates for Palm Beach County to pursue. Our key sectors, corporate headquarters in states with rising costs of doing business, and new opportunities in green technology will drive our data development and updating initiative. Data developed in this portion of the program will be cluster focused, acting as a foundation to send new project announcements and news about the County to key targets. We will be able to leverage it for social media and other marketing programs as well as for direct business development efforts. The announcements and outreach campaigns we develop will be tailored, and distributed on a routine basis.

This initiative also includes funding for the purchase of a new data management software system, an off-the-shelf sales contact and business development intelligence management system widely used by economic development boards.

Targets

Decision makers in the following sectors and categories will be the focus of data development activities:

Life Science Target Database

- Aviation/Aerospace Target Database
- Communications/IT Target Database
- Create databases for key target states such as Illinois, NJ, NY, CT and Ohio
- Create a Corporate Headquarters and/or Regional Headquarters database
- Create an Energy/Green technology Target Database

Objective

To update and expand Palm Beach County's business development database with targeted prospects which can be leveraged for marketing purposes and direct business development initiatives. To develop a more systematic and routine process for communicating industry sector messages

Opportunities

A key opportunity is optimization of Palm Beach County's marketing outreach by targeting heavily researched data and contacts. Additional opportunities involve the targeting of companies that are experiencing increased costs of doing business in states and regions which have increased corporate tax rates and have pending legislation which will impact the cost of doing business in their areas.

Prospect Databases – cont'd

Metrics

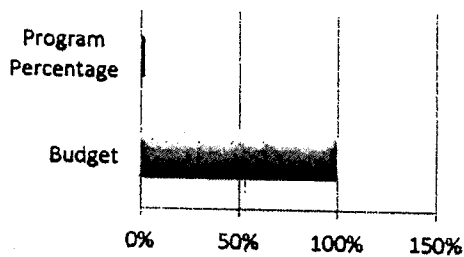
- Addition of 2,500 new contacts to database
- Development of six strong leads
- Increased opening rates of digital communications
- Improved intelligence management on prospects – more depth in notes and information sharing
- Growth in lead pipeline in the targeted industry sectors

Estimate of Resource

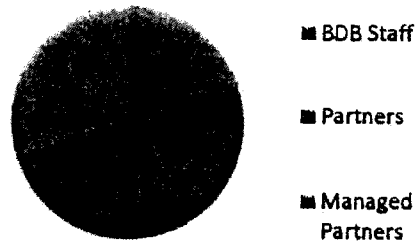
- \$30,000 budget
 - Scrub existing data - \$10,000
 - Purchase of Sales Force, or a similar "off the shelf" data management system - \$7,000
 - Develop approximately 2,500 new contacts - \$13,000
- Staff hours
 - Managed Partners – 90 hours
 - Internal – 10 hours

Industry Trade Show Materials

Industry Trade Shows (Part of Collateral)



Staffing -Trade Show Materials



Budget

\$7,000 (portion of the collateral budget) - \$0 Private Funding
\$7,000 County Funding

Program Description

Redesign and rework of Trade Show Booth materials to promote Palm Beach County. Use existing exhibition booth equipment and update it to conform to redesigned print collateral and promotional materials.

Trade shows generate a large percentage of economic development leads and pipeline data and for larger organizations typically make up a significant percentage of their organizational activity. For the BDB, we attend fewer, heavily targeted events which hold great value for us from a business development perspective. It is important that our trade show/public presence reflects the professionalism and relevancy of Palm Beach County's proposition.

Organizations like UK Trade & Investment's U.S. operation attend over 320 events and trade shows per year. They have found that over 35% of their inward investment leads are generated from trade show activities. Trade shows are tried and true methods for developing leads and meeting one-on-one with prospects. Organizations in Florida such as Florida's Great Northwest and The Beacon Council of Miami attend numerous trade shows each year, such as Medica in Germany, The Paris Airshow, and Farnborough, a large aerospace trade show in the United Kingdom. They allocate significant resources to target some of the most well attended trade shows in the world.

Competition for investment projects is at an all-time high and communities are leveraging every tool available to them to meet their job creation targets. Trade shows are consistent in their effectiveness to identify leads and meet one-on-one with companies.

Targets

The redesigned trade show materials will follow Palm Beach County's priority industry sectors.

Objective

To rework format and aesthetics of existing trade show booths and promotional materials to follow new print collateral to reinforce branding initiatives.

Opportunity

The main opportunity offered is the incorporation of new key messages and proof points into all of Palm Beach County's marketing materials.

Metrics

- There are no specific metrics tied to updating trade show materials.

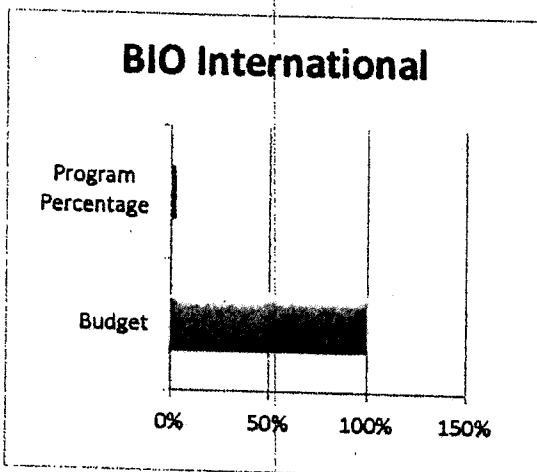
Industry Trade Show Materials

Estimate of Resource

- \$7,000 budget out of allocated collateral budget
 - Rework panels and trade show equipment to follow new branding and messaging guidelines.
- Staff hours
 - Managed Partners – 20 hours
 - Internal – 10 hours

Building the Pipeline for
Corporate Locations:
Working with
Enterprise Florida

BIO International – Enterprise Florida



Budget

\$10,000 (portion of the \$65,000 Enterprise Florida budget) - \$0 Private Funding
\$10,000 County Funding

Program Description

Palm Beach County plans to participate at the BIO International Convention taking place in Boston on Jun 18-21, 2012, in partnership with Enterprise Florida. Our partnership with Enterprise Florida will enable Palm Beach County access to this international forum and its attendees at a fraction of the cost, and it will give us access to a Florida-centric event and a Florida educational session, for which we can recommend speakers. The partnership will also offer us pre-event marketing opportunities, access to Florida's Bio-partnering system, and Enterprise Florida business contacts.

The BIO International Convention is the largest biotechnology industry event in the world. On average, more than 15,000 industry leaders from 49 states and 65 countries attended the event. The Convention brings an average of \$25 million to the local economy and the sector as a whole is continuing to generate high wage jobs for the 21st century economy.

Targets

Palm Beach County will target business decision makers in the life sciences sector at BIO. Our targeting will include North American and international companies.

Objectives

To secure business leads in the life sciences sector by participating at Enterprise Florida hosted events and setting up our own pre-arranged business meetings by leveraging Enterprise Florida's logins to the BIO partnering system.

Opportunities

Opportunities for this program are numerous. We will have the opportunity to meet directly with life science companies and to market ourselves to this large targeted audience through pre-event marketing (e.g. microsite, direct mail) promotions. We will also be in a position to leverage Enterprise Florida's networks and build our own pipeline of important contacts and potential investors.

Metrics

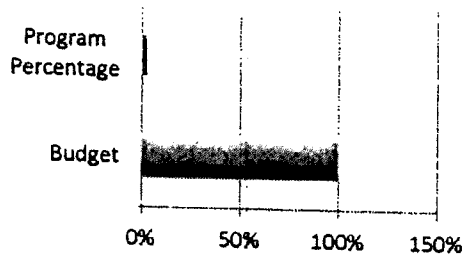
- Develop two strong leads from the Bio Convention
- Add 100 contacts to our life sciences database

Estimate of Resource

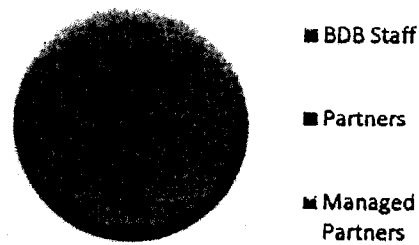
- \$10,000 budget out of allocated Enterprise Florida budget
- Staff hours
 - o Partner/Enterprise Florida – 30 hours
 - o Internal – 90 hours

National Business Aviation Association Trade Show

National Business Aviation Trade Show



Staffing NBAA



Budget

\$10,000 (portion of the \$65,000 Enterprise Florida budget) - \$0 Private Funding
\$10,000 County Funding

Program Description

Palm Beach County plans to participate at the National Business Aviation Association (NBAA) annual conference taking place in Orlando on October 30 – November 1, 2012. The NBAA annual conference is the largest business aviation event in the world, which attracts over 5,000 annual visitors. The NBAA has over 8,000 members representing all aspects of the business aviation industry, including component manufacturers and suppliers. We will be exhibiting at the show, and we will pre-arrange business meetings and host potential contacts for dinner on one or two of the nights we will be attending. We plan to off-set costs by including Pratt Whitney Rocketdyne, Sikorsky and Lockheed in our sales efforts.

Targets

Our team will be targeting companies working in the business aviation space, within the manufacturing side and the component and supply chain of the industry. Component suppliers will be one of our prime targets as well as vendors of Pratt Whitney Rocketdyne, Sikorsky and Lockheed.

Objectives

To secure inward investment projects and business leads in the corporate aviation sector.

Opportunities

Opportunities at this trade show include the potential to secure more companies operating on the supply and service side of business aviation who serve our existing investors/partners such as Pratt Whitney and Sikorsky. Palm Beach County has a significant amount of critical mass in this sector, a trained workforce and university partnerships. There are numerous opportunities for us to secure more investment linked to our companies in supply/service areas.

Metrics

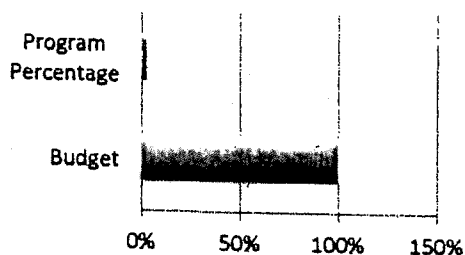
- Develop two strong leads from the Business Aviation show
- Add 80 contacts to our Aerospace database

Estimate of Resource

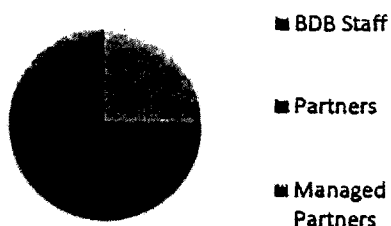
- \$10,000 budget allocated from the contingency budget
- Staff hours
 - Internal – 100 hours

Cluster Marketing – Enterprise Florida

Cluster Marketing Campaign



Staffing-Enterprise Florida Cluster Campaign



Budget

\$10,000 (portion of the \$65,000 Enterprise Florida budget) - \$0 Private Funding
\$10,000 Public Funding

Program Description

Palm Beach County is interested in participating in Enterprise Florida's cluster marketing initiatives targeting industry sectors in cleantech, life sciences, information technology and aviation/aerospace. The Cluster Campaigns includes programs such as:

- **Market Brief** – Heavy promotion of an electronic version of the market brief, which will include the BDB logo and a 20 word description of each sector. The Market Brief will be posted on our website for 12 months so companies and intermediaries will have access specific information about Palm Beach County.
- **White Papers** – Heavy promotion of white papers, which will include the BDB logo and a 20 word description of Palm Beach County's proposition in each of the four priority sectors we have selected.
- **Cluster Asset Map** – A map will appear on eflorida.com cluster microsite and will include reference to Palm Beach County's location. It will contain our logo, a 20 word description and a button for click-thru to smartstartpalmbeach.com. The Cluster Map will be live for 12 months.
- **On Your Radar e-Newsletter** – A newsletter sent either four or six times per year, depending on the cluster, which will include the BDB logo and a click thru button to the BDB website for 12 months. (There are individual newsletters for each sector)

Targets

The program will target Enterprise Florida contacts in the cleantech, life science, information technology, and aviation sectors.

Objectives

Our objective is to gain access to Enterprise Florida contacts through the dissemination of targeted marketing materials and information specific to Palm Beach County. Our goal will also be to provide a direct benchmark of Palm Beach's assets so potential investors are able to clearly evaluate our proposition compared to our competitors around the state also participating in the program.

Opportunities

This program allows Palm Beach County to showcase our sector assets and present our proposition so investors can compare us to our in-state competitors. It also offers us the opportunity to contribute editorial and content to the four sector digital newsletters Enterprise Florida will be distributing over the course of the year.

Cluster Marketing – Enterprise Florida, cont'd

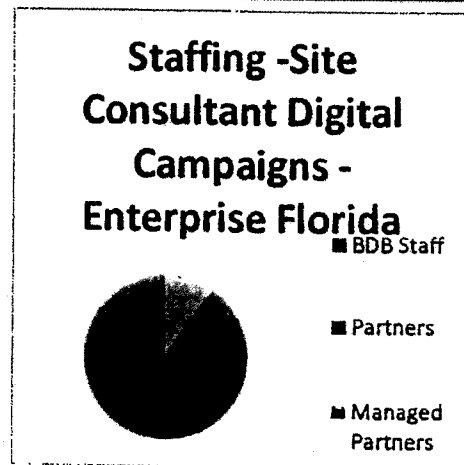
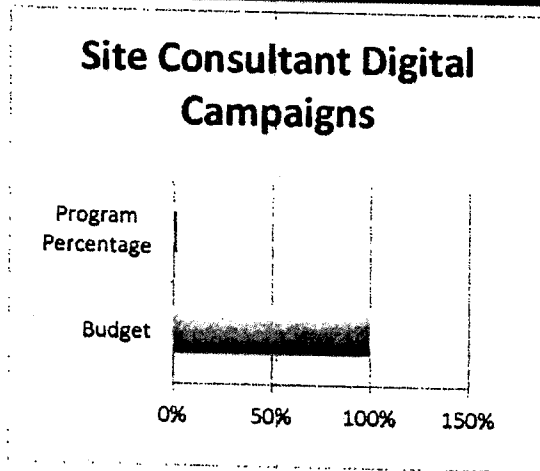
Metrics

- Develop two strong leads from the program
- Add 75 contacts to our various sector databases

Estimate of Resource

- \$10,000 budget out of allocated Enterprise Florida budget
- Staff hours
 - o Partner/Enterprise Florida – 75 hours
 - o Internal – 25 hours (for content development and contribution)

Site Consultant Digital Campaign – Enterprise Florida



Budget

\$5,000 (portion of the \$65,000 Enterprise Florida budget) - \$0 Private Funding
\$5,000 County Funding

Program Description

This program is designed to provide site location consultants, key intermediaries in the corporate location decision chain, with access to information about Palm Beach County. Enterprise Florida is working with two media partners, *Site Selection Magazine* and *Area Development Magazine*, to leverage their significant networks in the site consulting industry. The program is a 12-month program which links microsites to a Florida map featuring partners and opportunities to click-thru to our website and the websites of other regions in Florida participating in the program.

Targets

The targets for this program are intermediaries who work in the site location industry, site consultants. These consultants provide due-diligence and information evaluation on behalf of their corporate clients who are considering relocating operations or opening greenfield operations.

Objectives

The objectives of this program are three-fold. They are to:

- Inform site consultants of Palm Beach County's proposition
- Put Palm Beach County on the consultants' "radar"
- Give the consultants a point of contact within Palm Beach County.

Opportunities

This program offers Palm Beach County an opportunity to get on "the radar" and front of mind with site consultants.

Metrics

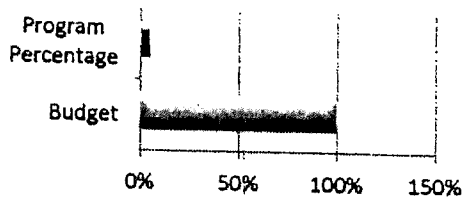
- Develop one strong lead from the program

Estimate of Resource

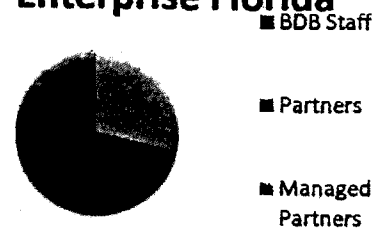
- \$5,000 budget out of allocated Enterprise Florida budget
- Staff hours
 - Partner/Enterprise Florida – 10 hours
 - Internal – 1 hour

Governor Business Recruitment Missions – Enterprise Florida

Governor Recruitment Missions -Enterprise Florida



Staffing-Governor Recruitment Missions - Enterprise Florida



Budget

\$19,000 (portion of the \$65,000 Enterprise Florida budget) - \$0 Private Funding

\$19,000 County Funding

Program Description

Business Recruitment Missions with Governor Scott and Enterprise Florida, targeting three cities. The dates and locations have not yet been identified by Enterprise Florida. These missions market the state through meetings with company executives, site selectors and media representatives in determined geographic areas. Counties will have the opportunity to meet one-on-one with interested prospects.

Governor Scott is fully committed to the state's economic development initiative. He has taken many steps to ensure Florida is one of the most competitive states in the nation. He attends all Enterprise Florida Board meetings, he recruited and hired Gray Swoope away from Mississippi to be the Secretary of Commerce and CEO of Enterprise Florida, and his team at Enterprise Florida is developing a series of programs to offer regional economic development opportunities to market themselves and use their significant resources to assist smaller communities. The co-op marketing approach Enterprise Florida is taking will net the state more jobs and significantly more investment. Palm Beach County is poised to leverage the suite of programs offered by the state.

Targets

The program will target high-level business contacts in three cities with clusters that align with Florida's and the County's key industry sectors.

Objectives

To gain direct access to Enterprise Florida's national business contacts and leverage the presence of the Governor to meet with C-suite executives.

Opportunities

The BDB will promote these initiatives heavily through social media and public relations, making the most of our connection to the Governor and keeping the BDB up in the rankings of the search engines. We will also have the opportunity to meet with corporate executives drawn to the tour's events by the presence of Governor Scott and Secretary of Commerce Swoope.

Governor Business Recruitment Missions – Enterprise Florida

Metrics

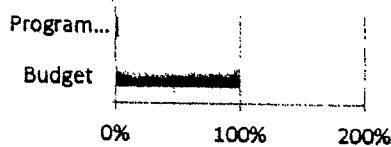
- Develop three strong leads from the program
- Add 300 contacts to our various sector databases

Estimate of Resource

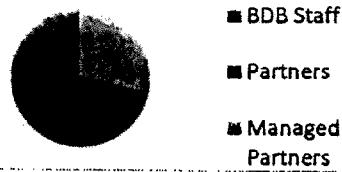
- \$19,000 budget out of allocated Enterprise Florida budget
- Staff hours
 - Partner/Enterprise Florida – 500 hours
 - Internal – 150 hours (for content development and contribution)

Site Consultant Events – Enterprise Florida

Site Selection Consultant Events - Enterprise Florida



Staffing - Site Consultant Events



Budget

\$11,000 (portion of the \$65,000 Enterprise Florida budget) - \$0 Private Funding
\$11,000 County Funding

Program Description

Participate in two or three Site Selection Consultant Events with the State of Florida. Attend consultant events with Enterprise Florida to increase outreach and exposure to these key individuals representing major relocation projects nationally and internationally. Site location consultants are involved in an estimated 55% of all greenfield inward investment projects in the United States and these numbers are growing. Investment projects that involve site consultants typically have three times the average number of jobs, twice the average capital expenditure, and are three times the average size of other projects. Possible event locations targeting site consultants include Dallas, New York, Chicago or Atlanta. The BDB will develop a comprehensive list of Site Selectors in a database format to receive event invitations as well as various BDB-branded communications pieces regarding Palm Beach County's business environment.

In 2010, Enterprise Florida held one of these events in New York, which included one-and-a-half days of meetings with consultants and thought leaders. The event attracted 25 top consultants involved in site consulting. It was an opportunity for economic development boards from all over Florida to meet with consultants working on live projects and directly pitch their community/regional assets.

Targets

The initiative will target site location consultants involved in national and international corporate relocation and expansion projects.

Objectives

To network directly with site consultants and build relationships with them.

Opportunities

The BDB will have the opportunity to differentiate Palm Beach County from our in-state competition and network directly with the consultants.

Metrics

- Develop three strong leads from the program
- Add 40 site consultants to our consultant database

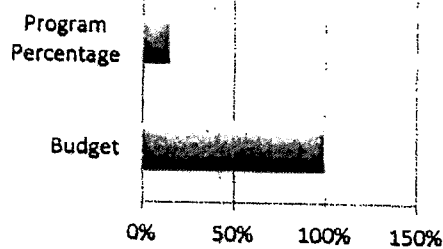
Estimate of Resource

- \$10,800 budget out of allocated Enterprise Florida budget
- Staff hours
 - Partner/Enterprise Florida – 500 hours
 - Internal – 150 hours (for content development and contribution)

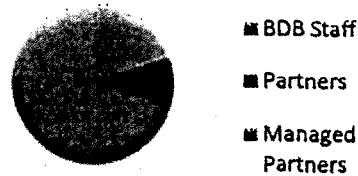
Building the Pipeline for Expansions in Palm Beach County

Economic Development Quarterly Retention Magazine

Quarterly Magazine



Staffing - Quarterly Magazine



Budget

\$60,000 - \$16,000 Private Funding
\$44,000 County Funding

Program Description

Creation of an Economic Development Quarterly Retention Magazine by the BDB and our partners which acts as an informational news piece circulated to local businesses electronically and in print. The quarterly publication will inform local businesses of city, county and state assistance programs and resources to grow their business and provides updates on loans, grants and abatements and resources to grow local business through cities, county and state programs.

Targets

The publication will target local businesses and investors.

Objectives

To keep stakeholders and our local business community informed and aware of the resources available to them and keep them updated on new legislation being passed locally and in Tallahassee. The publication will act as a communication vehicle for the BDB to disseminate valuable information to our business community. It is one of the business retention tools we will use in our aftercare/retention efforts.

Opportunities

In addition to keeping our corporate stakeholders updated on news and subjects which impact their business operations, the BDB will also be able to use this publication as a promotional tool when targeting prospects.

Metrics

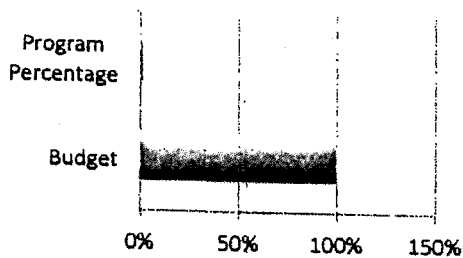
- Work with three companies, providing them assistance and counsel to execute their expansion plans in Palm Beach County
- Give the publication to 40 site consultants
- Give the publication to 50 prospects

Estimate of Resource

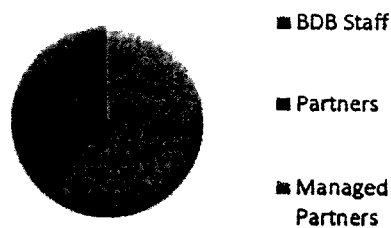
- \$60,000 budget
 - Printing of publication - 4x per year - \$45,000
 - Design of publication - \$15,000
- Additional costs such as postage and mailing offset by a private business sponsor
- Staff hours
 - Managed Partners - 400 hours
 - Production/Content 300 hours
 - Advertising Outreach 100 hours
 - Internal - 70 hours (management, editorial development, and advertising outreach)
 - Partners - 40 hours (contribute editorial)

Retention and Expansion Program

Retention & Expansion Activity



Staffing - Retention & Expansion



Budget

\$5,000 (from public relations budget to be allocated for ad-hoc expenses) - \$0 Private Funding
\$5,000 County Funding

Program Description

Increase outreach to existing businesses in Palm Beach County through a formal Business Retention and Expansion Program (BR&E). BR&E programs offer consultation and information to employers free of charge that help reduce risk and promote growth and expansion. BDB formally recognizes and thanks businesses for their investment in Palm Beach County. We provide value to employers through subject matter expertise in workforce, access to capital and assistance in accessing new markets for employer's products and services. We help prevent duplication in government dealings with business through effective collaboration with the BDB, host city, chamber of commerce and the Workforce Alliance. We gather information shared by our existing investors which helps us recommend policy changes at the city, county, state and Federal levels to improve the economic climate in the County. We speak with our investors and listen to their issues, intervening and assisting where we can to demonstrate our commitment to keep their businesses thriving in our community.

For communities which develop well-executed retention and expansion programs, over 30% of their annual job growth can be attributed to the expansion of existing companies. This program will not only help us retain businesses, but it will enable us to work with existing investors to grow their operations and employment base in Palm Beach County.

Targets

Companies currently doing business in Palm Beach County.

Objectives

To keep apprised of the needs and concerns of our local companies so that we may help overcome the issues they are facing to ensure Palm Beach County is the best place for their business and that we demonstrate our commitment to them.

Opportunities

We have an opportunity to listen and improve Palm Beach County's business climate for the companies already doing business here.

Metrics

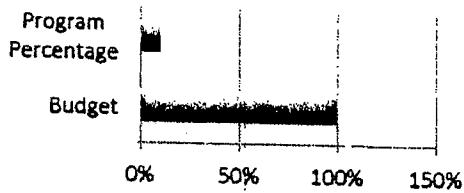
- Meet with 120 companies in a 12-month period

Estimate of Resource

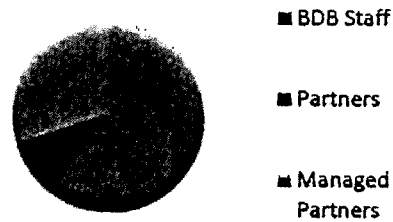
- \$5,000 budget
- Staff hours
 - BDB staff hours - 500 hours
 - Partner staff hours - 200 hours

Website

Digital Communications - Website



Staffing - Website/Digital Communications



Budget

\$47,000 - \$47,000 Private Funding
\$0 County Funding

Program Description

The Website Initiative is designed to provide functional additions to the BDB websites. Currently, we manage www.bdb.org for our local partners and stakeholders and www.smartstartpalmbeach.com for companies looking to invest in Palm Beach County. The program will update the current websites to improve navigation, increase functionality, and enhance the overall attractiveness. The sites improved and easy navigation will encourage visitors to explore the region for business opportunities through photos, videos, maps, data, news and publications. The work will:

- Provide industry maps with key logos of major employers
- Highlight updated lists of leading local employers – goods producing and non-goods producing
- Create a centralized hub on the main website with quick links to current economic development activities throughout the County, social media access, data downloads, and industry news.
- Provide photos and maps of County and municipalities and CRAs
- Provide updated information on County's targeted industries
- Provide a comprehensive County and city profiles that meet IEDC data standards with up-to-date data
- Highlight current comparisons to competitor locations
- Implement and measure Search Engine Optimization (SEO) activity to maximize the volume and quality of traffic to our websites.
- Add internal search criteria to website that allows users to find specific properties by size and location and by North, Central, and South County, using a GIS enhanced database capacity, as offered by LOIS.
- Provide an interactive slideshow for users to watch video on demand and get the latest County news and updates

Targets

The website redesign will target all of our stakeholders, intermediaries, corporate targets, and will improve access of Palm Beach-centric business information to potential investors.

Objective

To provide a comprehensive, one-source platform for organizations to access business information about Palm Beach County.

Opportunities

To provide real-time information and data to companies evaluating Palm Beach County as a relocation destination.

Metrics

- Benchmark the number of web visitors and their activity to previous years
- Add 16 strong leads to our investment database

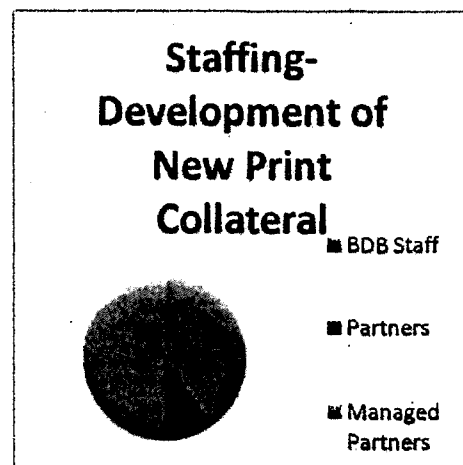
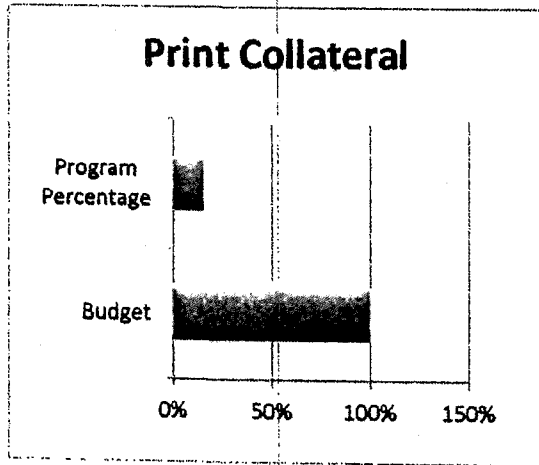
Website , cont'd

- Capture insights into which subjects and information visitors seek the most
- Capture geographic data and insights into "who" is looking at the information on our website

Estimate of Resource

- \$47,000 budget (all activities can be sourced with one vendor to leverage economies of scale)
 - Content development
 - Programming
 - Design
 - Testing
 - SEO
 - Traffic monitoring
- Staff hours
 - Managed Partners – 150 hours
 - Internal – 250 hours

Collateral



Budget

\$63,000 (\$7,000 allocated to trade show materials on page 11) - \$31,500 Private Funding
\$31,500 County Funding

Program Description

To develop a new and updated suite of print collateral tools for use in promoting the business environment and clusters in Palm Beach County. The following will be developed in print and/or digital formats:

- New Marketing Piece for the Glades
- New -Corporate Headquarters Recruitment brochure
- Update Life Science brochure
- Update Aviation/Aerospace/Engineering brochure
- New Communications/Information Technology brochure
- New Map of shovel ready properties throughout Palm Beach County
- New Map of Class A Office Buildings with 50,000 s.f. + for Corporate Headquarters
(for the mapping options, the BDB is examining the cost effectiveness of purchasing an off-the-shelf system which automates this process)

Targets

The new collateral support will be developed for new and potential investors, as well as existing investors looking to expand in Palm Beach County.

Objective

To provide updated and comprehensive information to prospective investors and corporations already doing business in the County.

Opportunities

To incorporate new branding and key messages into the new promotional pieces and to provide interested companies with comprehensive information on the region and the sectors they are interested in.

Metrics

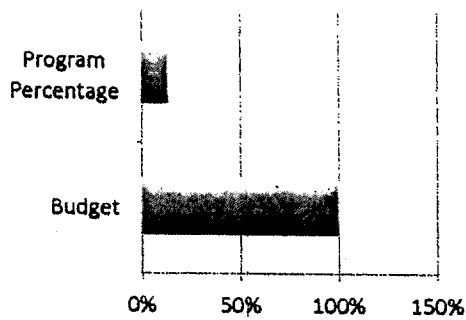
- Secure 12 new strong leads from the development of new informational materials
- Increase in the number of downloads of digital brochures
- Monitor print runs and how quickly the BDB uses the initial stock of printed materials
- Monitor for increase in number of inquiries

Estimate of Resource

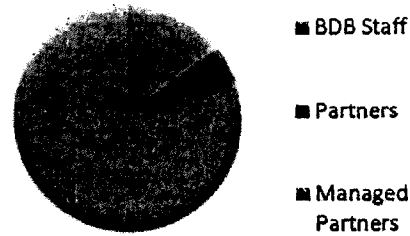
- \$63,000 of total budget
- Staff hours
 - Managed Partners - 140 hours
 - Internal - 70 hours

Public Relations

Public Relations



Staffing - Public Relations



Budget

\$55,000 - \$32,500 Private Funding
\$22,500 County Funding

Program Description

The BDB would like to develop a public relations program to deliver a comprehensive earned media campaign. News releases are a cost effective means of delivering information in a timely manner. This is also a method of bringing greater exposure to Palm Beach County's overall business community. Our plan is to develop a database of national and international media outlets that are closely linked to the targeted clusters identified for recruitment for Palm Beach County. Each cluster will have an identified list of national trade reporters that will receive Economic Development Alerts. We plan to subscribe to one of the top media database providers, Cision or Vocus, which allows the targeting of editors/reporters down to their individual beat, city, state, zip code, SMA and a number of other criteria. Both services allow releases to be sent out through their system interface, thereby instantly listing your communications.

Targets

The public relations program will deliver Palm Beach County-centric news to vertical media both domestically and internationally. We will also send appropriate announcements to local and general audience media, as well as the industry site selection media.

Objective

The objective of the public relations program is to get specific news regarding our industry sectors to the appropriate audience and general Palm Beach County business news out to the general media community. Our goal is to build positive perceptions about our individual sector propositions and build brand awareness among decision makers.

Opportunities

To create momentum and awareness of Palm Beach County as an excellent place to live, work, and do business through third-party media platforms. The program can be executed internally and outsourced when required.

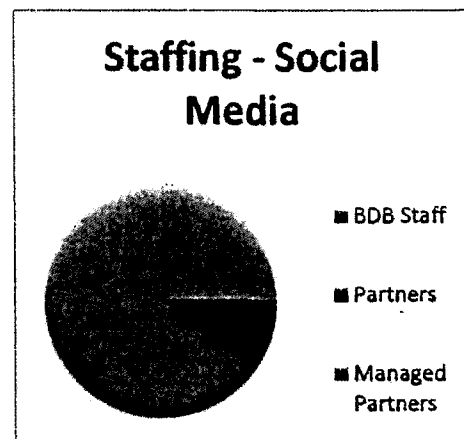
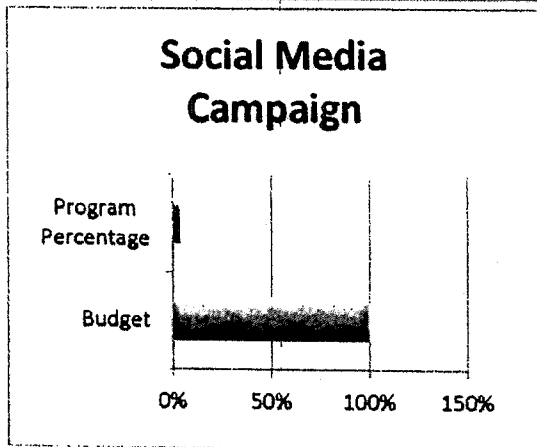
Metrics

- Secure a minimum of 20 news stories in vertical industry media
- Secure three stories in industry site selection media
- Secure two news stories in top tier business publications
- Secure three international news stories
- Add 12 strong leads to the business development pipeline

Estimate of Resource

- \$55,000 of total budget
- Staff hours
 - Managed Partners - 140 hours
 - Internal - 70 hours
 - Partners - 35 hours

Social Media



Budget

\$15,000 (part of the public relations budget) - \$15,000 Private Funding
\$0 County Funding

Program Description

The BDB Social Media campaign is an extension of the public relations campaign. All of the stories and commentary posted on the social media channels will be run through the same approval process as a traditional press release would be. The plan includes leveraging channels such as:

- Twitter – BDB will provide updates on relevant economic development stories in Palm Beach County, current initiatives, and investor related events. We will expand our network by following new sources, using “favorites” to leverage followers, and using direct messaging to target new followers.
- Facebook – BDB will create a custom Facebook “skin” and develop a content strategy to bring awareness to Facebook users and direct traffic for further assistance. We will leverage existing information by indexing offline data and website content through wall postings. We will engage user activity and feedback through initiating “likes”, tagging, and mentions.
- Youtube – We will develop a content strategy to determine which video content we can use on Youtube. We will source content from our partners and stakeholders and begin efforts to capture video of BDB led initiatives and presentations.

Targets

Targets for the Social Media Campaign will be potential new investors, existing investors, stakeholders, and partners.

Objective

The objective behind leveraging social media channels is to deliver real-time information to our targets and leverage the networking effect of social channels to communicate new project announcements and other key Palm Beach County news.

Opportunities

Through social media we will have the opportunity to link in to channels we are not currently reaching with our traditional programs. We have the opportunity to broaden our network and reach domestic and international audience cost effectively.

Metrics

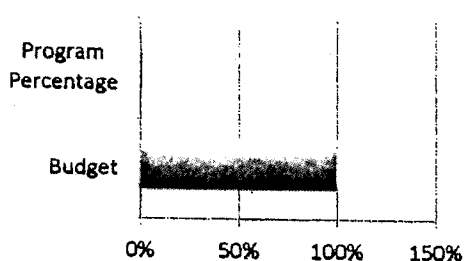
- Develop 3 solid business leads
- Secure 500 “friends” on Facebook within the year, 800 followers on Twitter, and post ten videos on YouTube

Estimate of Resource

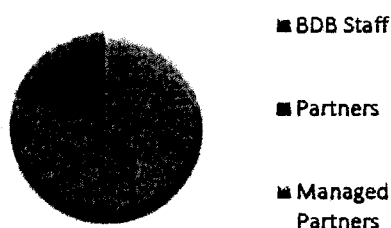
- \$15,000
- Staff hours
 - Managed Partners – 150 hours
 - Internal – 120 hours

Entrepreneur Ecosystem

Entrepreneur Ecosystem



Staffing - Entrepreneur Ecosystem



Budget

\$3,000 plus committee based input - \$3,000 Private Funding
\$0 County Funding

Program Description

The BDB is interested in developing a network to foster innovation and entrepreneurship in Palm Beach County. We plan to map all of the County's assets such as venture capital and private equity sources, business mentors, partnerships, and office accommodations such as an incubator or similar environment.

The goal is to help "home grown" businesses stay in Palm Beach County and work with them and mentor them so they are able to meet their business objectives and grow. This program aggregates all of the existing assets we have, which are significant, and offers valuable contacts to start-up businesses. It is a "power of one" program, which recognizes the economic impact of valuable intellectual property developed in our market. Similar to the impact Microsoft has had on the Seattle, Washington economy...the power one company and one entrepreneur with a vision can have on an economy holds enormous potential. We have a specific opportunity with biotechnology in this area, specifically the potential of spin-outs from Max Plank and Scripps. Currently, there is no one-stop information resource in this county for young entrepreneurs.

Targets

Targets for the Social Media Campaign will be potential new investors, existing investors, stakeholders, and partners.

Objective

To aggregate County assets which related to entrepreneurship and the support of start-up companies in an effort to assist companies with potential for growth to access funding and business services essential to their success.

Opportunities

By developing an environment which fosters and supports innovation and the spirit of capitalism, we will be able to assist companies to grow their businesses in Palm Beach County, thereby creating "home grown" jobs and potentially intellectual property.

Metrics

- Develop the asset map
- For year one, work with two start-up companies

Estimate of Resource

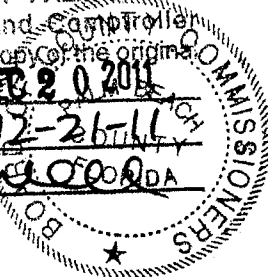
- Staff hours
 - o Internal - 100 hours
 - o Partners - 20 hours

Submitted by:
Kelly Smallridge
President & CEO
Business Development Board of Palm Beach County, Inc.
310 Evernia Street
West Palm Beach, FL 33401
561.835.1008 Fax: 561.835.1160
www.bdb.org

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Controller
certify this to be a true and correct copy of the original
filed in my office on DEC 20 2011

dated at West Palm Beach, FL on 12-26-11

By: Sharon R. Bock
Deputy Clerk



R2011-1975

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

DEC 06 2011

This Contract is made as of the _____ day of _____, 2011 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the Business Development Board of Palm Beach County, Inc., a not-for-profit Florida Corporation, hereinafter referred to as the BOARD, whose Federal I.D. is 59-2169828.

WITNESSETH:

WHEREAS, the State of Florida and the COUNTY have determined that there is a need to enhance economic activities in the State by attracting high quality, high value added jobs in key clusters including, but not limited to, corporate headquarters, aviation, aerospace, engineering; business and financial services, healthcare technologies, life sciences, alternative/green energy and communications and information technology in order to provide a stronger, more balanced, and stable economy in the State; and

WHEREAS, the BOARD is a private, not-for-profit corporation created in 1982 by the initiative of seven Chambers of Commerce and the Economic Council of Palm Beach County, Inc. for the purpose of recruiting, retaining, and expanding businesses to and in Palm Beach County; and

WHEREAS, the COUNTY has determined that it is in the public interest to assist the COUNTY through this Agreement to increase the COUNTY's corporate tax base, to expand the employment opportunities of the residents of the COUNTY and thereby reduce unemployment and associated burdens placed on local government and the private sector taxpayers; and

WHEREAS, Chapter 288.075, Florida Statutes defines an "Economic Development Agency" as the public economic development agency of the county or a private agency authorized by the County to promote general business interests; and

WHEREAS, Chapter 288.075, Florida Statutes, provides for an "Economic Development Agency" to keep confidential "Proprietary Confidential Business Information; and

WHEREAS, the COUNTY desires for the BOARD to work in partnership with the COUNTY through the COUNTY's Economic Development Office, and therefore designates the BOARD as the primary partner to Enterprise Florida on behalf of the COUNTY; and

WHEREAS, the COUNTY finds that it is essential to the public interest to have an appropriate accounting of the expenditure of public funds, especially by a non-public agency such as the BOARD; and

WHEREAS, the BOARD believes it is important to have continuous dialogue with the County Commission regarding countywide economic development activities and has designated six (6) seats on the Board of Directors for BCC's appointees; and the BCC Chair or any other BCC member designated by the Chair shall serve on the Executive Committee.

SA

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

RECITALS

ARTICLE 1 - SERVICES

The BOARD's responsibility under this Contract is to provide professional economic development services in the area of business recruitment, retention and expansion and to promote the general business and industrial interests of the COUNTY as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY representative/liaison during the performance of this Contract shall be Sherry Howard, Director, Economic Development Office, telephone number (561) 355-1679, email showard@pbcgov.org.

The BOARD representative/liaison during the performance of this Contract shall be Kelly Smallridge, President of the Business Development Board, telephone number (561) 835-1008, email ksmallridge@bdb.org, or as otherwise designated by the BOARD.

ARTICLE 2 - SCHEDULE

The BOARD commenced services under this Agreement on October 1, 2011 and shall complete all services for each of the five (5) years within three hundred and sixty five (365) calendar days. This Agreement shall end on the 30th day of September, 2016 unless earlier determined in accordance with Article 5 herein.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Attachment "A".

ARTICLE 3 - PAYMENTS TO BOARD

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed an annual contract amount of Nine Hundred, Thirty One Thousand, Four Hundred and Seventy Dollars (\$931,470.00) for each of the five (5) years subject to annual potential adjustment and appropriation. The BOARD shall notify the COUNTY representative in writing when 90% of the "not to exceed amount" has been reached. The BOARD will bill the COUNTY on a monthly basis, in twelve (12) equal payments of Seventy Seven Thousand, Six Hundred and Twenty Two Dollars and Fifty Cents (\$77,622.50). Retroactive payments will be made to cover services rendered beginning October 1, 2011. Invoices shall be accompanied by monthly status reports as detailed in Attachment "A."

B. Invoices received from the BOARD pursuant to this Contract will be reviewed and approved by the COUNTY 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 approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the BOARD will clearly state "final invoice" on the BOARD's final/last billing to the COUNTY. This shall constitute BOARD 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 BOARD.

ARTICLE 4 – TRUTH IN NEGOTIATION CERTIFICATE

Signature of the Contract by the BOARD 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 BOARD'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 noncurrent 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 BOARD 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 BOARD. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the BOARD. Unless the BOARD is in breach of this Contract, the BOARD 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 BOARD 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.

ARTICLE 6 -PERSONNEL

The BOARD 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 hereunder shall be performed by the BOARD 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 BOARD representative must be made known to the COUNTY representative.

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

All of the BOARD's personnel (and all Subcontractors or agents) while on County premises will 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 capacity of the subcontractor to perform properly under this Contract. The BOARD is encouraged to seek additional small business enterprises for particular subcontracting opportunities. If the BOARD 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 BOARD 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. BOARD shall make a good faith effort to meet this goal but shall not be in default under this Contract for failure to do so.

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

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

The BOARD 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 BOARD 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 BOARD 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 BOARD. The BOARD shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the BOARD authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The BOARD 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 are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. BOARD shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. BOARD shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by BOARD are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by BOARD under the contract.
- B. **Commercial General Liability** BOARD 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. BOARD shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** BOARD shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event BOARD doesn't own any automobiles, the Business

Auto Liability requirement shall be amended allowing BOARD to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. BOARD shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employers Liability** BOARD shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. BOARD shall provide this coverage on a primary basis.
- E. **Additional Insured** BOARD 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." BOARD shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** BOARD 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 to the policy, then BOARD 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 specifically prohibits such an endorsement, or which voids coverage should BOARD enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, BOARD shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- Palm Beach County
C/o Sherry Howard
Director, Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401
- H. **Umbrella or Excess Liability** If necessary, BOARD may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes

the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **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 Contract. 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.

ARTICLE 11 - INDEMNIFICATION

BOARD 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 its performance of the terms of this Contract or due to the acts or omissions of BOARD.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the BOARD each binds itself and its partners, successors, administrators and assigns to the other party and to the partners, successors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the BOARD shall assign, 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 BOARD.

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 BOARD 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, pursuant to the Contract.

The BOARD further represents that no person having any such conflict of interest shall be employed for said performance of services. The BOARD covenants that no person who presently exercises any functions or responsibilities in connection with the provision of the BOARD's services has any personal financial interest, direct or indirect, in the activities provided under this Agreement, which would conflict in any manner or degree with the

performance of this Agreement. The BOARD 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 BOARD'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 BOARD 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 BOARD. The COUNTY agrees to notify the BOARD of its opinion by certified mail within thirty (30) days of receipt of notification by the BOARD. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the BOARD, the COUNTY shall so state in the notification and the BOARD 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 BOARD under the terms of this Contract.

The BOARD shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached hereto as Attachment "B" once annually for each of the five (5) years. Forms shall be submitted to the Economic Development Office by October 15th of each contract year.

ARTICLE 15 - EXCUSABLE DELAYS

The BOARD 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 BOARD 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 BOARD'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the BOARD'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 BOARD 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 BOARD 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 BOARD 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 BOARD 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 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended except as exempted by Florida State Statute 288.075.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The BOARD 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 BOARD's sole direction, supervision, and control. The BOARD shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the BOARD'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 BOARD does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The BOARD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the BOARD 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 BOARD, 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 BOARD 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 BOARD'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the BOARD, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO OPERATE

The BOARD 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 BOARD 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 BOARD of the COUNTY's notification of a contemplated change, the BOARD 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 will affect the BOARD's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the BOARD 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 BOARD shall not commence work on any such change until such written amendment is signed by the BOARD 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:

Sherry Howard
Director, Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

With copy to:

Dawn S. Wynn, Esq. County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

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

Kelly Smallridge, President & CEO
Business Development Board of Palm Beach County, Inc.
310 Evernia Street
West Palm Beach, Florida 33401

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The BOARD shall comply with all laws, ordinances and regulations applicable to the services contemplated herein including those applicable to conflict of interest and collusion. BOARD 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.

ARTICLE 30- PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE

The BOARD and its board members in conjunction with a member's Board service on the BDB board, shall be prohibited from lobbying as defined under the Palm Beach County Lobbyist Registration Ordinance, Ordinance 2003-018 (effective July 1, 2003) for any project under consideration by the COUNTY.

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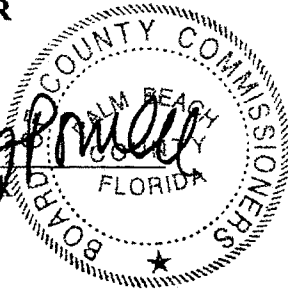
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and BOARD has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

By:


Deputy Clerk




R 2011-1975 DEC 06 2011
PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

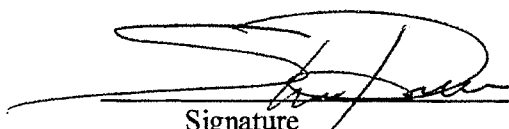
By:


Shelley Vana, Chair

WITNESS:


Signature

SUSAN E. SEMON
Name (type or print)


Signature

Shawn Rowan
Name (type or print)

BOARD:

BUSINESS DEVELOPMENT BOARD
OF PALM BEACH COUNTY, INC.

By:


Signature

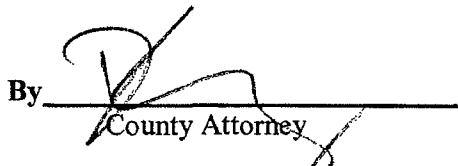
Kelly Smallbridge
Typed Name

President : CEO
Title

(corp. seal)

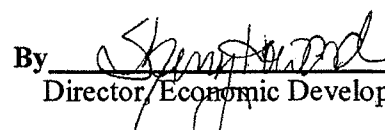
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:


County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:


Director, Economic Development Office

Attachment "A"

Task 1A -Business Recruitment Services for Cluster Industries

BOARD shall recruit new companies to Palm Beach County with a focus on the following clusters: (Aerospace/Aviation/Engineering, Agribusiness, Life Science; Green Energy, Marine, Equestrian, Communications/Information Technology, Tourism/Recreation/ Entertainment and Business/Financial Services). The BOARD shall, at a minimum, provide the following services for relocation projects in the COUNTY as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non Business Development Board member entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local Municipalities, and the State of Florida
- Introductions to the Economic Development Office when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information on cost and availability of housing
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information on workforce procurement and training opportunities
- Provide detailed information to the Economic Development Office to conduct a REMI analysis on all projects required to meet Contract deliverables
- Facilitate economic development projects designed to create businesses in Palm Beach County working with the appropriate partners including but not limited to the Palm Beach County Economic Development Office, local municipalities and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 1A- Reporting Deliverables

BOARD shall provide a detailed monthly written report, to be accompanied by each invoice, which at a minimum shall include the following information, for each **SECURED** Cluster Industry Recruitment Project:

1. Project Name
2. Project Location
3. Project Cluster Industry
4. Number of Employees
5. Average Salary per Employee
6. Services provided by BOARD
7. Total Incentives Provided by Applicable Agencies
8. Total Capital Investment made by the Company

Task 1B- Business Recruitment for Headquarter Relocations

BOARD shall recruit new Corporate Headquarter Companies to Palm Beach County. The BOARD shall at a minimum provide the following services/information for businesses considering headquarter relocation to Palm Beach County as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non Business Development Board member entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local Municipalities, and the State of Florida
- Introductions to the Economic Development Office when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information of cost and availability of housing
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Introductions to Workforce Alliance when information on workforce procurement and training opportunities are desired

- Provide detailed information to the Economic Development Office to conduct a REMI analysis on all projects required to meet Contract deliverables
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 1B- Reporting Deliverables

BOARD shall provide detailed monthly reporting, which shall be accompanied with each invoice, which at a minimum shall include the following information for each SECURED Corporate Headquarter Relocation Project:

1. Project Name
2. Project Location
3. Type of Business
4. Number of Employees
5. Average Salary per Employee
6. Services provided by BOARD
7. Total incentives provided by applicable agencies
8. Total Capital Investment made by the Company

Task 1C- Familiarization Tour

BOARD shall conduct one (1) Palm Beach County Familiarization Tour for at least 8-10 national/international site consultants.

Task 1C-Reporting Deliverables

1. Conduct a two (2) day Palm Beach County Familiarization Tour promoting Palm Beach County as an attractive business destination.
2. Provide a detailed schedule of events for County's information prior to finalizing event.
3. Provide a detailed list of site consultants invited to participate in the event.
4. Conduct a survey of each participant to establish the comprehensive impact of the event.
5. Prepare a final report summarizing the results from the survey within sixty (60) days of conclusion of the tour and deliver two (2) copies to the COUNTY.

TASK 2 – BUSINESS EXPANSION/RETENTION SERVICES AND DELIVERABLES

Task 2A – Business Expansion/Retention Services for Existing Palm Beach County Companies

BOARD shall assist existing Palm Beach County businesses with their business expansion/retention program to generate new jobs while retaining existing Palm Beach County based jobs. The BOARD shall at a minimum provide the following services/information for businesses considering expanding to Palm Beach County as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non Business Development Board members entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local Municipalities, and the State of Florida
- Information on incentives offered by the local Municipalities, and the State of Florida
- Introductions to the Economic Development Office when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information on cost and availability of housing
- Provide detailed information to the Economic Development Office to conduct a REMI analysis on all projects required to meet Contract deliverables
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Introductions to Workforce Alliance when information on workforce procurement and training opportunities is desired.
- Facilitate economic development projects designed to expand and retain businesses in Palm Beach County working with the appropriate partners including but not limited to the Palm Beach County Economic Development Office, local municipalities, and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 2A – Reporting Deliverables

BOARD shall provide a detailed monthly report, which shall accompany each monthly invoice, which at a minimum shall include the following information for each SECURED business expansion/retention project:

1. Project Name
2. Project Location
3. Type of Business
4. Number of New Employees
5. Number of Retained Employees
6. Average Salary per Employee
7. Services provided by the Business Development Board
8. Total incentives provided by Applicable Agencies
9. Total Capital Investment made by the Company when provided

Task 2B - Existing Palm Beach County Business Assistance Program

BOARD shall visit a minimum of One Hundred (100) existing Cluster Industry businesses through a Business Visitation Program for the purpose of understanding and addressing the challenges facing local businesses and communicating policies that support business sustainability.

Task 2B – Reporting Deliverables

BOARD shall provide a detailed monthly report, which shall accompany each invoice, which at a minimum shall include the following information for each business visited:

1. Project Location
2. Cluster Industry
3. Number of existing employees
4. Business concerns/needs

Task 2C - Outreach and Collaboration

BOARD shall initiate or participate in 30 local, regional or statewide forums designed to educate, inform, strategize, and/or promote the growth of business and industry in Palm Beach County. The purpose of participation is to provide a connection point for resources and local businesses, remain informed on current industry trends and needs, and represent Palm Beach County and the business community. Board shall coordinate with other state and local agencies in order to avoid duplication and promote coordinated and consistent implementation of programs.

Examples of forums include the following:

- Local advisory boards (i.e. industry associations, economic development, educational institutions business advisory councils, etc),
- Economic Forums
- Industry-specific Association events (including meetings, seminars or workshops),
- Educational Workshops (business financing, grants/incentives, entrepreneurship, etc.)

- Meetings or events sponsored by other business resource partners (i.e. Workforce Alliance, Business Partners Roundtable, Chambers, Enterprise Development Corporation, etc.)

Task 2C – Reporting Deliverables

- BOARD shall provide a monthly list of the events attended, including the sponsoring or coordinating entity, with a summary of the purpose and/or topic of the event.

Task 3- Cluster Industry Task Forces

Task 3A – Green Energy Task Force

BOARD shall conduct four (4) meetings of the Green Energy Task Force. Specific work tasks shall include:

- Provide a detailed agenda to county staff prior to the meeting to seek additional input
- Finalize agenda and notify members of the Task Force of upcoming meetings
- Prepare meeting minutes and distribute to Task Force

Task 3A – Reporting Deliverables

BOARD shall provide updates on the activities of the Task Force in the monthly report to county staff and make recommendations for new strategic directions and policy initiatives.

Task 3B- Life Science Task Force

BOARD shall conduct four (4) meetings of the Life Science Task Force. Specific work tasks shall include:

- Provide a detailed agenda to county staff prior to the meeting to seek additional input
- Finalize agenda and notify members of the Task Force of upcoming meetings
- Prepare meeting minutes and distribute to Task Force
- Organize one Life Science event to showcase the development of the cluster and return on investment

Task 3B – Reporting Deliverables

BOARD shall provide updates on the activities of the Task Force in the monthly report to county staff and make recommendations for new strategic directions and policy initiatives.

Task 4- Marketing Strategies

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Task 4A – Smart Start Palm Beach Web Site

BOARD shall maintain and update their Smart Start Palm Beach website throughout the term of the Contract.

Task 4A – Reporting Deliverables

BOARD shall provide a biannual update on the effectiveness of the website including the number of visits and BOARD strategies for ongoing improvements/enhancements.

Task 4B – Shovel Ready Palm Beach Program

BOARD shall maintain and update their Shovel Ready Palm Beach program throughout the term of the Contract. BOARD shall work through the Office of Economic Development to coordinate with the County's Engineering, Building and Graphic Information Systems Departments to ensure that the data base contained on the website is current. BOARD shall ensure that the data base is inclusive of properties owned by non Business Development Board members.

Task 4B –Reporting Deliverables

BOARD shall provide updates on the program to county staff in the monthly report. This will include the addition/deletion of properties as well as coordination with County's Engineering, Building and Graphic Information Systems Department.

Task 4C – Advertisement through Publications

BOARD shall promote Palm Beach County as a positive business destination. BOARD shall utilize \$75,000 of the amount established under this Contract to promote the County as such.

Task 4C – Reporting Deliverables

BOARD shall, at a minimum, identify the media through which Palm Beach County will be promoted as a positive business destination and include updates on initiatives and activities to county staff in the monthly report. The Marketing Plan shall include but not be limited to: facilitate and lead the International Business Forum on Hemispheric Issues scheduled for April 4-5; facilitate inbound visits from representatives of international diplomatic corps to promote international industry; participate in National/International Trade Shows; represent Palm Beach County at city, county and regional level; and, create a new collateral piece for relocating companies to Palm Beach County. The intent of this task is to promote Palm Beach County and not BOARD. BOARD shall make a good faith effort to recognize COUNTY support for all activities made possible with funds under this Agreement.

Task 5 – Enterprise Florida

BOARD shall coordinate with the Economic Development Office in matters related to Enterprise Florida

Task 5 - Reporting Deliverables

- BOARD as the Primary Partner on behalf of the COUNTY shall inform the COUNTY Economic Development Office of leads received from Enterprise Florida
- BOARD shall submit an Annual Report for each calendar year beginning November 2012, detailing the results of the BOARD'S efforts on behalf of the COUNTY. This report will be utilized by the COUNTY to comply with the requirements of F.S. 125.045. Liaison services with Enterprise Florida, to conduct market briefings to educate on PBC business assets, and participate in regional marketing initiatives with other economic development boards
- Assist the Economic Development Office with coordination for incentives when local match is required by the County with the State Office of Tourism Trade and Economic Development.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 6 - Job Creation

BOARD shall create 1,500 new/retained jobs in Palm Beach County.

Task 6A – Reporting Deliverables

BOARD shall provide a monthly report of job creation to include:

- Number of Jobs Created
- Type of Jobs Created
- Company associated with Job Creation
- Type of assistance provided

ATTACHMENT "B"
DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

BEFORE ME, the undersigned authority this day personally appeared _____,
hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of the Business Development Board of Palm Beach County, Inc. (BOARD).
2. Undersigned's address is _____.
3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.
4. Undersigned states that neither Undersigned, nor any member of Undersigned's immediate family, to Undersigned's actual knowledge, has any material interest, directly or indirectly, in any entity that is seeking to obtain economic development incentives from the County with the assistance of the Board from the time the Board of County Commissioners considers approval of such incentives until the sooner of: one (1) year after approval of such incentives; or upon the Board of County Commissioners' decision not to approve such incentives. For purposes of this paragraph "immediate family" means parent, spouse, child or sibling. For purposes of this paragraph "material interest" shall mean serving as an officer, partner, director, or proprietor of the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in the entity.
5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a person in the position of Undersigned, and, shall have a continuing obligation during such term to bring any conflict of interest involving Undersigned or a member of Undersigned's immediate family to the attention of the Board of Directors and CEO of the BOARD.
6. Undersigned has examined this Disclosure and to the best of Undersigned's knowledge believes it is true, correct, and complete.

(Print Undersigned's Name)

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
2011, by _____ () who is personally known to me or () who has
produced as identification and who did take an oath.

Notary Public

(Seal)

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SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
	Total		_____	_____	_____	_____	_____

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

Note: 1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

SCHEDULE 2

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

[illegible]

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.

Price or Percentage _____

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 03/15/11

Date: _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Wells Fargo Ins Services USA, Inc. (WFS)
2054 Vista Parkway
West Palm Beach FL 33411-2718

CONTACT NAME: Malcolm McCampbell
PHONE (A/C No. Ext): (561) 655-5500 **FAX (A/C No.):** (561) 655-5509
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 37120

INSURED
Business Development Board Of P. B. C., Inc.
310 Evernia Street
West Palm Beach FL 33401

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance Company	20478
INSURER B: Old Dominion Insurance Company	40231
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 228355

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE OF INSURANCE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY				9/1/2011	9/1/2012	EACH OCCURRENCE \$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person) \$ 10,000							
	<input checked="" type="checkbox"/> Blanket Add'l Ins	PERSONAL & ADV INJURY \$ 1,000,000							
		GENERAL AGGREGATE \$ 2,000,000							
		PRODUCTS - COMP/OP AGG \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							\$		
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY				9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$							
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident) \$							
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident) \$							
	<input type="checkbox"/> HIRED AUTOS	\$							
	<input type="checkbox"/> NON-OWNED AUTOS	\$							
	UMBRELLA LIAB						EACH OCCURRENCE \$		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$		
	<input type="checkbox"/> CLAIMS-MADE						\$		
	DEDUCTIBLE						\$		
	RETENTION \$						\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A				<input type="checkbox"/> Y/N	WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$	
								E.L. DISEASE - POLICY LIMIT \$	
B	Property				BPG8752A	9/1/2011	9/1/2012	\$1,540,900 Building, RC, Spec Form, 100% Co Ins, X-Wind	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bldg has \$500 AOP Ded. The Certificate Holder listed is Additional Insured with respects to General Liability.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
301 Olive Avenue, 12th Floor
Governmental Center
West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Malcolm McCampbell

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ACORD 25 (2009/09)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Doug Jones c/o AJG Risk Management Services, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C No, Ext): (480) 951-4177 FAX (A/C No): (480) 951-4268 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich-American Insurance Company NAIC # 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Oasis Acquisition, Inc. Alt. Emp: BUSINESS DEVELOP BOARD OF PALM BEACH COUNTY, INC. 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	

COVERAGES

CERTIFICATE NUMBER: 11FL075731819

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 29-38-687-09	06/01/2011	06/01/2012	X WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	06/01/2011	06/01/2012	Client#: 1324-MAIN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is provided for only those employees leased to but not subcontractors of:
BUSINESS DEVELOP BOARD OF PALM BEACH COUNTY, INC.
310 EVERNIA ST.
WEST PALM BEACH, FL 33401

CERTIFICATE HOLDER

BUSINESS DEVELOP BOARD OF PALM BEACH COUNTY, INC.
310 EVERNIA ST.
WEST PALM BEACH, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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SN



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)
10/07/11

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PRODUCER The Plastring Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Thomas E. Lynch	561-276-5221 561-276-5244	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BUSIN13	FAX (A/C No.):
INSURED Business Development Board 310 Evernia Street West Palm Beach, FL 33401		INSURER(S) AFFORDING COVERAGE INSURER A: Darwin National Assurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Directors and Off		03061905	12/13/10	12/13/11	D&O 2,000,000
A	Employee Practice		03061905	12/13/10	12/13/11	EPL 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of
County Commissioners
301 Olive Ave 12th Floor
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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