

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	December 16, 2014	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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**Department:** Department of Economic Sustainability

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**II. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: **A)** Amendment No. 3 to the Agreement (R2011-1975) with the Business Development Board (BDB) allocating \$100,000 in supplemental funding for Fiscal Year 2014-2015; **B)** a Budget Transfer of \$100,000 from the General Fund Contingency Reserves to the Department of Economic Sustainability Fund; and **C)** a Budget Amendment of \$100,000 in the Department of Economic Sustainability Fund to recognize the funds from the General Fund.

**Summary:** On December 6, 2011, the Board of County Commissioners (BCC) entered into an Agreement (R2011-1975) with the BDB to provide business recruitment assistance, business retention activities and business expansion services in Palm Beach County. The BCC and the BDB entered into a public-private partnership to promote the County, attract new businesses and assist in creating new industries in the County. The Agreement period is from October 1, 2011 through September 30, 2016, and is in its fourth year of the term. This Amendment allocates \$100,000 in supplemental funding to the BDB to support business marketing, recruitment, expansion and retention services for Palm Beach County. **These are County Ad Valorem funds. Countywide** (DW)

**Background and Justification:** Since 1982, the BCC has partially funded BDB activities that provide for business development.

**Attachments:**

1. Amendment No. 3 to the Agreement with the Business Development Board
2. Amendment No. 2 (R2013-1317) to the Agreement w/Business Development Board
3. Amendment No. 1 (R2011-2067) to the Agreement w/Business Development Board
4. Agreement (R2011-1975) with the Business Development Board
5. Budget Transfer
6. Budget Amendment

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<b>Recommended By:</b>		<u>12/2/2014</u>
	Department Director	Date

<b>Approved By:</b>		<u>12/11/14</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
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 \_\_\_\_\_ No  X   
Budget Account No.:

Fund 1539 Dept 143 Unit 7155 Object 8201 Program Code/Period \_\_\_\_\_.

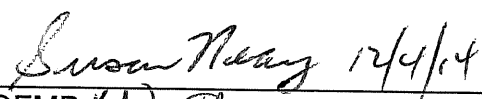
B. Recommended Sources of Funds/Summary of Fiscal Impact:


Source of funds are general fund ad valorem dollars.

C. Departmental Fiscal Review:   
Shairette Major, Fiscal Manager I

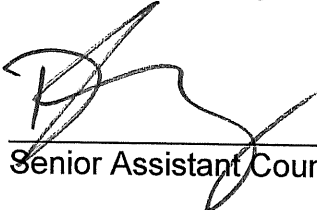
III. REVIEW COMMENTS

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

  
OFMB h10 12/4 12/4

  
Contract Development and Control 12/10/14  
12-10-14 Araceli

B. Legal Sufficiency:

  
Senior Assistant County Attorney 12/11/14

C. Other Department Review:

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

**AMENDMENT NO. 3**  
**TO THE AGREEMENT WITH**  
**THE BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY, INC.**

**THIS AMENDMENT NO. 3**, 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 Amendment No. 2 (R2013-1317) on October 1, 2013, in order to address funding that was available for FY 2014 only; and

**WHEREAS**, the parties desire to amend the Agreement to provide additional funding for FY 2015, and modify the nondiscrimination provision.

**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. 3 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 2015 in the amount of One Hundred Thousand Dollars (\$100,000.00) ("FY 15 Supplement") effective October 1, 2014. The BOARD will bill the COUNTY for the FY 15 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. Retroactive payments will be made for the supplemental monthly payments owed commencing October 1, 2014. BOARD will include the retroactive supplemental payments on the first annual funding invoice submitted after COUNTY approval of this Amendment No. 3. The FY 15 Supplement is subject to the same terms and conditions of the Agreement as the annual contract amount of Nine Hundred Thirty One Thousand, Four Hundred and Seventy Dollars (\$931,470.00).
3. **Article 21, Non-Discrimination**, is hereby modified to include equal treatment without regard to genetic information.
4. Except as modified previously and by this Amendment No. 3, 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. 3 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.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the COUNTY and the BOARD have executed this Amendment No. 3 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

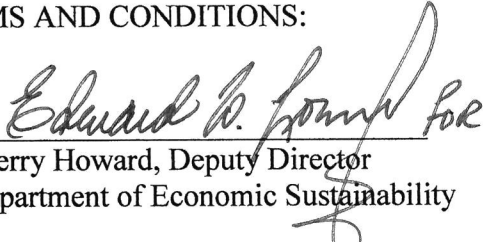
By: \_\_\_\_\_  
Shelley Vana, Mayor

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

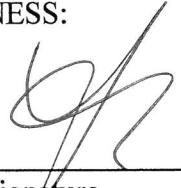
APPROVED AS TO  
TERMS AND CONDITIONS:

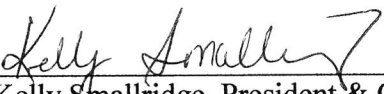
By: \_\_\_\_\_  
Senior Assistant County Attorney

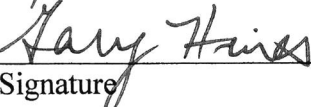
By:  \_\_\_\_\_  
Sherry Howard, Deputy Director  
Department of Economic Sustainability

WITNESS:

BUSINESS DEVELOPMENT BOARD  
OF PALM BEACH COUNTY, INC.

By:  \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Kelly Smallridge, President & CEO

By:  \_\_\_\_\_  
Signature

(Seal)  
Corporation not-for-profit



**AMENDMENT NO. 2**

**TO THE AGREEMENT WITH**

**THE BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY, INC.**

**R2013-1317** OCT 01 2013

THIS AMENDMENT NO. 2, entered into October 1, 2013 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.

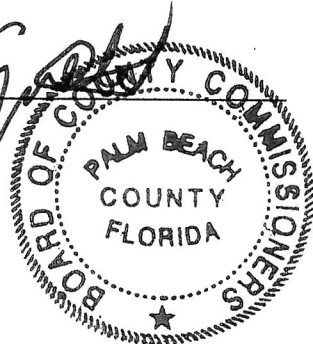
IN WITNESS WHEREOF, the COUNTY and the BOARD have executed this Amendment No. 2 or have caused the same to be executed by their duly authorized representatives as of the day and year above written.

ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

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

(SEAL)



R2013-1317 OCT 01 2013

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

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Senior Assistant County Attorney

APPROVED AS TO  
TERMS AND CONDITIONS:

By: \_\_\_\_\_  
Sherry Howard, Deputy Director  
Department of Economic Sustainability

WITNESS:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

BUSINESS DEVELOPMENT BOARD  
OF PALM BEACH COUNTY, INC.

By: \_\_\_\_\_  
Kelly Smallridge, President & CEO

(Seal)  
Corporation not-for-profit

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)

ATTACHMENT 3

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:

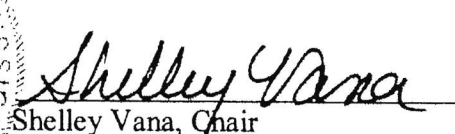
By:

Deputy Clerk



By:

Shelley Vana, Chair



WITNESS:

BUSINESS DEVELOPMENT BOARD  
OF PALM BEACH COUNTY, INC.

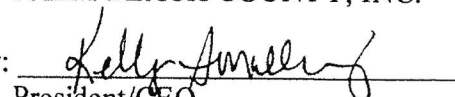
By:

Signature



By:

President/CEO

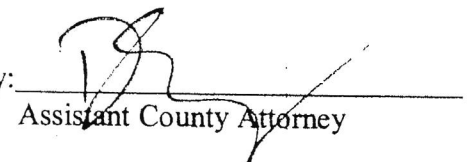


APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO  
TERMS AND CONDITIONS:

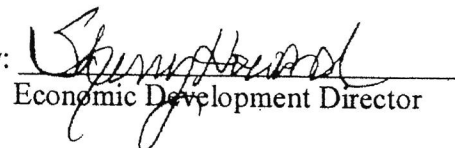
By:

Assistant County Attorney



By:

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.

<b>FY2011-2012 New Marketing Initiative</b>	<b>County Funds</b>	<b>Private Funds</b>	<b>Total</b>
<b>Building the Pipeline - Corporate Relocations</b>			
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
<b>Building the Pipeline - Enterprise Florida</b>			
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
<b>Building the Pipeline - Expansions</b>			
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
<b>Total</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$400,000</b>

### 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.

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.

SH

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](mailto: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](mailto: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 30<sup>th</sup> 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 hereinunder 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, 10<sup>th</sup> 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 15<sup>th</sup> 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, 10<sup>th</sup> 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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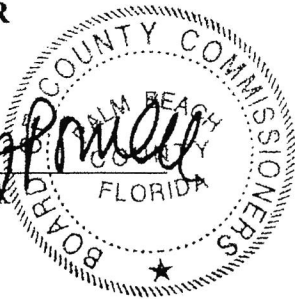
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and BOARD has hereunto set its hand the day and year above written

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. SIMON  
Name (type or print)

  
Signature

Shawn Rowan  
Name (type or print)

BOARD:

BUSINESS DEVELOPMENT BOARD  
OF PALM BEACH COUNTY, INC.

By:

  
Signature

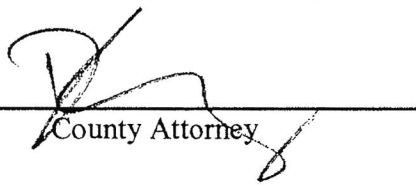
Kelly Smallridge  
Typed Name

President : CEO  
Title

(corp. seal)

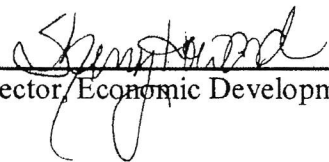
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

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- 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**



**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)	<b>Total</b>		_____	_____	_____	_____	_____

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**  
**LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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)

Date: \_\_\_\_\_

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2015-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

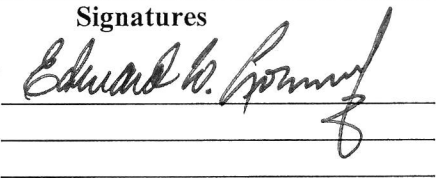
BGEX 143-112414\*0391

FUND 0001 General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/24/14	REMAINING BALANCE
<u>EXPENDITURES</u>								
820-9100-9099	Tr To Economic Development Fd 1539	2,624,862	2,624,862	100,000		2,724,862	164,054	2,560,808
820-9900-9901	Contingency Reserves	20,000,000	19,250,005		100,000	19,150,005	0	
				100,000	100,000			
TOTALS								

Department of Economic Sustainability  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures  


Date  
12/2/2014

By Board of County Commissioners  
At Meeting of  
December 16, 2014  
Deputy Clerk to the  
Board of County Commissioners

2015 -

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX 143-112414\*0392  
BGRV 143-112414\*0128

FUND 1539 Economic Development Office

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/24/14	REMAINING BALANCE
<b><u>REVENUES</u></b>								
800-8000-8000	Tr Fr General Fund 0001	2,624,862	2,624,862	100,000	0	2,724,862		
<b>Total Receipts and Balances</b>		<b>4,180,212</b>	<b>4,180,212</b>	<b>100,000</b>	<b>0</b>	<b>4,280,212</b>		
<b><u>EXPENDITURES</u></b>								
143-7155-8201	Contributions-Non Gov't Agency	931,470	931,470	100,000	0	1,031,470	0	1,031,470
<b>Total Appropriations &amp; Expenditures</b>		<b>4,180,212</b>	<b>4,180,212</b>	<b>100,000</b>	<b>0</b>	<b>4,280,212</b>		

DEPARTMENT OF ECONOMIC SUSTAINABILITY  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

*Edward W. Romney* 12/2/2014  
*[Signature]*

By Board of County Commissioners  
At Meeting of:

December 16, 2014

Deputy Clerk to the  
Board of County Commissioners

Client#: 1095321

BUSINDEV1

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2014

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 USI Insurance Services, LLC 2054 Vista Pkwy, Suite 400 West Palm Beach, FL 33411-2718 561 693-0500	CONTACT NAME: John Gordon PHONE (A/C, No, Ext): 561 693-0493 E-MAIL ADDRESS: john.gordon@usi.blz FAX (A/C, No): 855 420-6662
INSURED Business Development Board Of P. B. C., 310 Evernia Street West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE INSURER A: Old Dominion Insurance Co INSURER B: National Fire Insurance Co. of INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 40231 20478

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BPG8752A	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B2075645312	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is an additional insured with respect to general liability

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County BOCC  
301 Olive Ave, Governmental Ctr  
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

Gary Morris

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ACORD 25 (2010/05) 1 of 1  
#S13786577/M13786562

The ACORD name and logo are registered marks of ACORD

CASHJ





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2014

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 Artex Risk Solutions, 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) 951-4266 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : American Zurich Insurance Company 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	NAIC # 40142

COVERAGES CERTIFICATE NUMBER: 14FL075731819 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 29-38-687-12	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2014	06/01/2015	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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