

6A1

Department: Administration

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$1,431,470	\$1,431,470	\$1,431,470	\$1,431,470	\$1,431,470
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$1,431,470	\$1,431,470	\$1,431,470	\$1,431,470	\$1,431,470
# Additional FTE Positions (Cumulative)	0	0	0	0	0
Is Item Included in Current Budget:	Yes	x	No		
Budget Account No:	1539-143-7157-8201				
	\$				

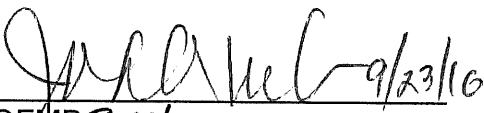
Reporting Category _____

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

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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


OFMB 9/23/16


Contract Development & Control 9/26/16

A. Legal Sufficiency:


Assistant County Attorney 9/26/16

A. Other Department Review:

Department Director

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

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

This Contract is made as of _____, 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.

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 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 is in the public interest to assist the COUNTY through this Contract 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 Department of Economic Sustainability, 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 account 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 regarding countywide economic development activities and has designated six (6) seats on the Board of Directors for Board of County Commissioners' (BCC) appointees; and the BCC Mayor or any other BCC member designated by the Mayor shall serve on the Executive Committee.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the BOARD agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 1 - SERVICES

The BOARD'S responsibility under this Contract is to provide professional economic development services in the area 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'S representative/liaison during the performance of this Contract shall be Shannon R. LaRocque, P.E., Assistant County Administrator, telephone number (561) 355-2428, email slarocqu@pbcgov.org.

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

ARTICLE 2 - SCHEDULE

The BOARD shall commence services on October 1, 2016, the Effective Date, and complete all services for each of the five (5) years within three hundred and sixty-five (365) calendar days. This Contract shall end on September 30, 2021, unless earlier terminated in accordance with Article 5 herein.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "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 a total contract amount of One Million Four Hundred Thirty-One Thousand Four Hundred Seventy Dollars (\$1,431,470) for each of the five (5) years subject to annual potential adjustment and appropriation. The BOARD shall notify the COUNTY's 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 One Hundred Nineteen Thousand Two Hundred Eighty-Nine Dollars and 16/100 (\$119,289.16). Retroactive payments will be made to cover approved services rendered beginning October 1 of the then current contract year. Invoices shall be accompanied by a monthly status report as detailed in Exhibit "A".
- B. Invoices received from the BOARD pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the BOARD will clearly state "final invoice" on the BOARD'S final/last billing to the COUNTY. This shall constitute BOARD'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the 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 BOARDS. 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 early, 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 early 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 herein under 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'S representative must be made known to the COUNTY'S 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 participation in 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 with the COUNTY's SBE Program pursuant to the Palm Beach County Code, 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 coverages 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 coverages. 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. **Workers' Compensation Insurance & Employers Liability** BOARD shall maintain Workers' 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 via the Insurance Company/Agent, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the BOARD with instructions regarding a substitute delivery address.

- 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, coverages, 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 the BOARD's performance of the terms of this Contract or due to the acts or omissions of BOARD. Without waiving any rights to sovereign immunity and subject to the limitations and waiver set forth in section 768.28, Florida Statutes, the COUNTY agrees to be responsible for its own negligence and that of its own respective officials, officers, employees and agents.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the BOARD each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics.

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 Exhibit "B" once annually for each of the five (5) years. Forms shall be submitted to the Department of Economic Sustainability by October 15th of each contract year.

The parties agree to ensure that any exempt, confidential and exempt, or otherwise legally protected information that may be shared between the parties as part of the procedures outlined in this article is not disclosed except as authorized by law. This provision shall survive the expiration or earlier termination of this Contract.

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 F. S. Chapter 119, 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 reports 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.

Notwithstanding any other provision in this Contract, the parties agree that no information, documents, or other records that qualify as the BOARD's trade secrets, proprietary confidential business information or other legally protected information shall be considered the property 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, Palm Beach County Code, Sections 2-421 – 2-440, as amended except as exempt 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 punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21- NON-DISCRIMINATION

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, or genetic information.

The BOARD has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the BOARD does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that BOARD will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

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

With copy to:

County Administration
301 North Olive Avenue, 11th Floor
West Palm Beach, FL 33401

James Brako, Assistant County Attorney
County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 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, FL 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

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

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 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, 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 Scrutinized Companies

with Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by BOARD, this Contract may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the BOARD: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the BOARD shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. If the BOARD is acting on behalf of and providing service to the COUNTY, the BOARD's compliance with the Florida Public Records Law shall be limited to only those records generated pursuant to this Contract. The BOARD is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The BOARD further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the BOARD does not transfer the records to the public agency.
- D. Upon completion of the Contract, the BOARD shall transfer, at no cost to the COUNTY, all public records in possession of the BOARD unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the BOARD transfers all public records to the COUNTY upon completion of the Contract, the BOARD shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the BOARD keeps and maintains public records upon completion of the Contract, the BOARD shall meet all applicable requirements for retaining public records. All records stored electronically by the BOARD must be provided to the COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

To the extent permitted by law, the parties agree that should a party receive a public records request pursuant to this Contract that the party reasonably believes may be subject to an exemption, the receiving party will immediately notify the other party of its intention to release such documents.

The parties agree to ensure that any exempt, confidential and exempt, or otherwise legally protected information shall not be disclosed except as authorized by law. This provision shall survive the expiration or earlier termination of this Contract.

Failure of the BOARD to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Upon receipt of the written notice from the COUNTY that the BOARD has failed to comply with this Article, the BOARD shall have thirty (30) days to file a declaratory judgment action for a determination of whether the BOARD is subject to the Public Records Law or to waive such option. If the BOARD timely files such action, any termination of the Contract by the COUNTY based upon the BOARD's

failure to comply with this Article shall be postponed until the court enters its final judgment or the parties otherwise agree in writing. BOARD acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

ARTICLE 32 - PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE

The BOARD and its board members shall be prohibited from lobbying as defined under the Palm Beach County Lobbyist Registration Ordinance, Palm Beach County Code Section 2-351, *et seq*, for any project under consideration by the COUNTY.

ARTICLE 33 - EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Contract 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 this Contract, including but not limited to any citizen or employees of the COUNTY and/or the BOARD.

ARTICLE 34 - INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Contract by reference.

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

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 the BOARD has hereunto set its hand and seal the day and year above written.

(SEAL)
Corporation not-for-profit

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

By: _____
Kelly Smallridge, President & CEO

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Mary Lou Berger, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions
County Administration

By: _____
James Brako
Assistant County Attorney

By: _____
Shannon R. LaRocque, P.E.
Assistant County Administrator

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; Clean Energy, Logistics/Distribution, 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 Department of Economic Sustainability (DES) 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 DES so DES may 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 DES, local municipalities and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County department, coordination through the DES 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
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 DES 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 CareerSource Palm Beach County when information on workforce procurement and training opportunities are desired
- Provide detailed information to the DES so DES may 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 DES 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 – Outreach to Site Selection Consultants

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

BOARD shall also perform targeted outreach to site selection consultants throughout the year marketing Palm Beach County's business environment.

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.
6. Provide information on additional outreach to site selection consultants conducted throughout the term of this contract.

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 DES 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 DES so DES may 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 CareerSource Palm Beach County 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 DES, local municipalities, and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the DES 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
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. Business location
2. Cluster industry
3. Number of existing employees
4. Technical Assistance Provided

Task 2C - Outreach and Collaboration

BOARD shall initiate or participate in thirty (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. CareerSource Palm Beach County, 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 2 D - Technical Assistance Services Provided to Existing PBC Companies

BOARD shall provide information and referrals to existing Palm Beach County businesses as appropriate via telephone, email, etc.

Task 2 D – Reporting Deliverable

BOARD shall also provide information about referrals and connections it makes for existing companies in Palm Beach County, including:

1. Business industry
2. Number of existing employees
3. Business concerns/needs
4. Referral/connection made

TASK 3 - CLUSTER INDUSTRY TASK FORCES

Task 3A – Aviation/Aerospace and Engineering Task Force

BOARD shall conduct four (4) meetings of the Aviation/Aerospace/Engineering 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 (1) Aviation/Aerospace/Engineering event to showcase the development of the cluster

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 – Economic Development Stakeholders Roundtable

BOARD shall conduct (4) meetings of the Business/Financial Services 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 3 B – 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 – BDB Economic Development Website

BOARD shall make every effort to ensure that its website is innovative, user friendly and provides the best image of business in Palm Beach County. The website should be reviewed on an annual basis to determine which new tools should be added to ensure that information on relocating and expanding in Palm Beach County can be easily obtained. Continue to review and update website regularly and add enhancements as they become available and as we determine there is a more efficient way to provide information to visitors.

Task 4A – Reporting Deliverables

BOARD shall report on the information gathering, planning, designing, development, testing, delivery and maintenance of the Board website.

Task 4B – Shovel Ready and Megasite Palm Beach County Program

BOARD shall maintain and update its Shovel Ready and Megasite Palm Beach County program throughout the term of the Contract. BOARD shall work through the DES 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 including the addition/deletion of properties, addresses, parcel sizes, zoning, etc. This will include the coordination with County's Engineering, Building and Graphic Information Systems Department.

BOARD shall provide updates on sites that have existing 100,000 s.f. buildings vacant or sites that can accommodate a new 100,000 s.f. plus newly constructed office or industrial building.

Task 4C – Advertisement of Palm Beach County's Business Environment

BOARD shall promote Palm Beach County as a positive business destination. BOARD shall utilize \$125,000 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 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.

BOARD shall create a series of industry cluster ads in for placement in publications in target markets. Ads will also be translated for use in countries identified for international outreach missions. Target languages include Spanish, German, Portuguese, and French.

BOARD will included list of publications and target markets reached in monthly report.

Task 4D – Update of Cluster Printed Materials

BOARD shall translate current brochures for use in countries targeted for outreach missions. Languages include Spanish, German, Portuguese, and French.

Task 4 D – Reporting Deliverables

BOARD will report on number of brochures produced and locations where they are distributed.

Task 4E – Microsite Enhancements

BOARD shall continue to keep micro-sites up-to-date and relevant. These sites include lifehelix.org (Life Science cluster); eship.org (Entrepreneurial resources); pbcedu.org (public and private educational resources) and hqpbc.com (corporate headquarters).

Task 4E – Reporting Deliverables

BOARD will report on the viewership of microsites and create enhancements to existing microsites that provide a more focused presentation of the specific industries.

Task 4F – Economic Development Internally Produced Videos/Vignettes

BOARD shall design, develop and market at least 12 high quality video/vignette which focus on marketing Palm Beach County as a business destination and showcase success stories and feature new projects.

Task 4F – Reporting Deliverables

BOARD will include in monthly report the number of new videos/vignettes created which market Palm Beach County as a business destination.

TASK 5 – ENTERPRISE FLORIDA

Task 5A – Liaison Services

BOARD shall serve as the primary partner for Palm Beach County to Enterprise Florida and coordinate with the DES in matters related to Enterprise Florida

Task 5A - Reporting Deliverables

- BOARD as the primary partner on behalf of the COUNTY shall inform DES of leads received from Enterprise Florida
- BOARD shall submit an Annual Report for each calendar year beginning November 2017, 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 DES with coordination for incentives when local match is required by the County with the State Department of Economic Opportunity. (DEO) For any projects seeking incentives or assistance from the County including any County department, coordination through the DES is required.

Task 5B – Marketing Partnership with Enterprise Florida

BOARD shall participate in a marketing partnership program called “Team Florida” created by Enterprise Florida to allow for greater outreach to business decision makers and influencers (site selectors/others) in key markets through an integrated television, print, digital and social media campaign to compete for their business locations/expansion.

Task 5B – Reporting Deliverables

BOARD shall invest in a \$25,000 marketing partnership with “Team Florida” and participate in the regularly scheduled discussions to help design the message for how Florida is marketed as a business state.

TASK 6 - JOB CREATION

BOARD shall create 2,400 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
- Cluster in which jobs are created
- Company associated with job creation
- Type of assistance provided

TASK 7 - PRIVATE FUNDING

In addition to funds received from the county, BOARD shall raise private funds in the amount of \$1,431,470 to financially support the delivery of economic development programs.

Task 7 – Reporting Deliverables

BOARD shall report the amount of private funds raised on a monthly basis.

TASK 8 – PUBLIC ECONOMIC DEVELOPMENT PRESENTATIONS

BOARD shall accept invitations to speak at city, county and state forums where there is an opportunity to promote economic development activities in Palm Beach County or to inform a key stakeholder group on the types of companies looking to relocate or expand.

Task 8 – Deliverables

BOARD shall participate in twenty (20) forums throughout the year whereby it is serving as the keynote speaker or as part of a panel to promote economic development in Palm Beach County.

TASK 9 – DOMESTIC AND INTERNATIONAL MISSIONS

BOARD shall participate in domestic/international outreach missions with Enterprise Florida as well as trade shows to gain visibility with key targeted industry clusters as well as site selection consultants.

Task 9 – Reporting Deliverables

BOARD will participate in ten (10) domestic/international outreach missions, trade shows and site selection consultant gatherings aimed at promoting the economy of Palm Beach County to companies that could have an interest in relocating to the area.

TASK 10 – ECONOMIC DEVELOPMENT IN THE GLADES

BOARD shall continue to provide a dedicated full-time BDB staff member to the Glades for the purpose of recruitment, retention and expansion of companies to the Glades Region of Palm Beach County.

Task 10 – Reporting Deliverables

BOARD shall report on all prospect activity, creation of jobs, programs and marketing materials created to enhance the competitiveness of the Glades Region.

TASK 11 – ANNUAL ECONOMIC DEVELOPMENT FORUM

BOARD shall host and manage the Annual Economic Development Forum designed to gather public and private officials from throughout Palm Beach County to discuss, debate and recommend policies and programs that would further enhance the economic development platform in Palm Beach County. Board shall include the County as a sponsor, speaker and partner in this event.

Task 11 – Reporting Deliverables

BOARD shall organize and produce one (1) Annual Economic Development Forum.

TASK 12 – LIFE SCIENCE INDUSTRY ACTION PLAN

BOARD shall execute elements of the Palm Beach County Industry Action Plan that arose out of the 2016 Palm Beach County Industry Study. Such elements shall include four (4) meetings of the Life Science Advisory Council, and two (2) additional meetings or events that involve the larger community of Palm Beach County life science stakeholders.

Task 12 – Reporting Deliverables

BOARD shall provide updates on the direction provided by the Life Science Advisory Council, and report on the activity that is carried out to accomplish the actions steps in the plan.

TASK 13 – SURVEY OF EXISTING PALM BEACH COUNTY COMPANIES

BOARD shall conduct a survey of existing Palm Beach County companies within targeted industry clusters for the purpose of ascertaining their expansion needs, and other information that will inform the BDB and the County of important trends in the business community.

Task 13 – Reporting Deliverables

BOARD shall provide updates regarding the progress of the survey, and aggregate information about the information gleaned.

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; Clean Energy, Logistics/Distribution, 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 Department of Economic Sustainability (DES) when County incentives are desired
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- 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 DES so DES may 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 DES, local municipalities and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County department, coordination through the DES 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
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 DES when County incentives are desired
- Information on public/private utilities services and rates
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- Information on demographics and labor market
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- Introductions to CareerSource Palm Beach County when information on workforce procurement and training opportunities are desired
- Provide detailed information to the DES so DES may 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 DES 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 – Outreach to Site Selection Consultants

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

BOARD shall also perform targeted outreach to site selection consultants throughout the year marketing Palm Beach County’s business environment.

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.
- 6. Provide information on additional outreach to site selection consultants conducted throughout the term of this contract.

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 DES when County incentives are desired
- Information on public/private utilities services and rates
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- Provide detailed information to the DES so DES may conduct a REMI analysis on all projects required to meet Contract deliverables
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- 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 DES, local municipalities, and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the DES 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
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. Business location
2. Cluster industry
3. Number of existing employees
4. Technical Assistance Provided

Task 2C - Outreach and Collaboration

BOARD shall initiate or participate in thirty (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. CareerSource Palm Beach County, 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 2 D - Technical Assistance Services Provided to Existing PBC Companies

BOARD shall provide information and referrals to existing Palm Beach County businesses as appropriate via telephone, email, etc.

Task 2 D – Reporting Deliverable

BOARD shall also provide information about referrals and connections it makes for existing companies in Palm Beach County, including:

1. Business industry
2. Number of existing employees
3. Business concerns/needs
4. Referral/connection made

TASK 3 - CLUSTER INDUSTRY TASK FORCES

Task 3A – Aviation/Aerospace and Engineering Task Force

BOARD shall conduct four (4) meetings of the Aviation/Aerospace/Engineering 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 (1) Aviation/Aerospace/Engineering event to showcase the development of the cluster

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 – Economic Development Stakeholders Roundtable

BOARD shall conduct (4) meetings of the Business/Financial Services 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 3 B – 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 – BDB Economic Development Website

BOARD shall make every effort to ensure that its website is innovative, user friendly and provides the best image of business in Palm Beach County. The website should be reviewed on an annual basis to determine which new tools should be added to ensure that information on relocating and expanding in Palm Beach County can be easily obtained. Continue to review and update website regularly and add enhancements as they become available and as we determine there is a more efficient way to provide information to visitors.

Task 4A – Reporting Deliverables

BOARD shall report on the information gathering, planning, designing, development, testing, delivery and maintenance of the Board website.

Task 4B – Shovel Ready and Megasite Palm Beach County Program

BOARD shall maintain and update its Shovel Ready and Megasite Palm Beach County program throughout the term of the Contract. BOARD shall work through the DES 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 including the addition/deletion of properties, addresses, parcel sizes, zoning, etc. This will include the coordination with County's Engineering, Building and Graphic Information Systems Department.

BOARD shall provide updates on sites that have existing 100,000 s.f. buildings vacant or sites that can accommodate a new 100,000 s.f. plus newly constructed office or industrial building.

Task 4C – Advertisement of Palm Beach County's Business Environment

BOARD shall promote Palm Beach County as a positive business destination. BOARD shall utilize \$125,000 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 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.

BOARD shall create a series of industry cluster ads in for placement in publications in target markets. Ads will also be translated for use in countries identified for international outreach missions. Target languages include Spanish, German, Portuguese, and French.

BOARD will included list of publications and target markets reached in monthly report.

Task 4D – Update of Cluster Printed Materials

BOARD shall translate current brochures for use in countries targeted for outreach missions. Languages include Spanish, German, Portuguese, and French.

Task 4 D – Reporting Deliverables

BOARD will report on number of brochures produced and locations where they are distributed.

Task 4E – Microsite Enhancements

BOARD shall continue to keep micro-sites up-to-date and relevant. These sites include lifehelix.org (Life Science cluster); eship.org (Entrepreneurial resources); pbcedu.org (public and private educational resources) and hqpbcc.com (corporate headquarters).

Task 4E – Reporting Deliverables

BOARD will report on the viewership of microsites and create enhancements to existing microsites that provide a more focused presentation of the specific industries.

Task 4F – Economic Development Internally Produced Videos/Vignettes

BOARD shall design, develop and market at least 12 high quality video/vignette which focus on marketing Palm Beach County as a business destination and showcase success stories and feature new projects.

Task 4F – Reporting Deliverables

BOARD will include in monthly report the number of new videos/vignettes created which market Palm Beach County as a business destination.

TASK 5 – ENTERPRISE FLORIDA

Task 5A – Liaison Services

BOARD shall serve as the primary partner for Palm Beach County to Enterprise Florida and coordinate with the DES in matters related to Enterprise Florida

Task 5A - Reporting Deliverables

- BOARD as the primary partner on behalf of the COUNTY shall inform DES of leads received from Enterprise Florida
- BOARD shall submit an Annual Report for each calendar year beginning November 2017, 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 DES with coordination for incentives when local match is required by the County with the State Department of Economic Opportunity. (DEO) For any projects seeking incentives or assistance from the County including any County department, coordination through the DES is required.

Task 5B – Marketing Partnership with Enterprise Florida

BOARD shall participate in a marketing partnership program called “Team Florida” created by Enterprise Florida to allow for greater outreach to business decision makers and influencers (site selectors/others) in key markets through an integrated television, print, digital and social media campaign to compete for their business locations/expansion.

Task 5B – Reporting Deliverables

BOARD shall invest in a \$25,000 marketing partnership with “Team Florida” and participate in the regularly scheduled discussions to help design the message for how Florida is marketed as a business state.

TASK 6 - JOB CREATION

BOARD shall create 2,400 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
- Cluster in which jobs are created
- Company associated with job creation
- Type of assistance provided

TASK 7 - PRIVATE FUNDING

In addition to funds received from the county, BOARD shall raise private funds in the amount of \$1,431,470 to financially support the delivery of economic development programs.

Task 7 – Reporting Deliverables

BOARD shall report the amount of private funds raised on a monthly basis.

TASK 8 – PUBLIC ECONOMIC DEVELOPMENT PRESENTATIONS

BOARD shall accept invitations to speak at city, county and state forums where there is an opportunity to promote economic development activities in Palm Beach County or to inform a key stakeholder group on the types of companies looking to relocate or expand.

Task 8 – Deliverables

BOARD shall participate in twenty (20) forums throughout the year whereby it is serving as the keynote speaker or as part of a panel to promote economic development in Palm Beach County.

TASK 9 – DOMESTIC AND INTERNATIONAL MISSIONS

BOARD shall participate in domestic/international outreach missions with Enterprise Florida as well as trade shows to gain visibility with key targeted industry clusters as well as site selection consultants.

Task 9 – Reporting Deliverables

BOARD will participate in ten (10) domestic/international outreach missions, trade shows and site selection consultant gatherings aimed at promoting the economy of Palm Beach County to companies that could have an interest in relocating to the area.

TASK 10 – ECONOMIC DEVELOPMENT IN THE GLADES

BOARD shall continue to provide a dedicated full-time BDB staff member to the Glades for the purpose of recruitment, retention and expansion of companies to the Glades Region of Palm Beach County.

Task 10 – Reporting Deliverables

BOARD shall report on all prospect activity, creation of jobs, programs and marketing materials created to enhance the competitiveness of the Glades Region.

TASK 11 – ANNUAL ECONOMIC DEVELOPMENT FORUM

BOARD shall host and manage the Annual Economic Development Forum designed to gather public and private officials from throughout Palm Beach County to discuss, debate and recommend policies and programs that would further enhance the economic development platform in Palm Beach County. Board shall include the County as a sponsor, speaker and partner in this event.

Task 11 – Reporting Deliverables

BOARD shall organize and produce one (1) Annual Economic Development Forum.

TASK 12 – LIFE SCIENCE INDUSTRY ACTION PLAN

BOARD shall execute elements of the Palm Beach County Industry Action Plan that arose out of the 2016 Palm Beach County Industry Study. Such elements shall include four (4) meetings of the Life Science Advisory Council, and two (2) additional meetings or events that involve the larger community of Palm Beach County life science stakeholders.

Task 12 – Reporting Deliverables

BOARD shall provide updates on the direction provided by the Life Science Advisory Council, and report on the activity that is carried out to accomplish the actions steps in the plan.

TASK 13 – SURVEY OF EXISTING PALM BEACH COUNTY COMPANIES

BOARD shall conduct a survey of existing Palm Beach County companies within targeted industry clusters for the purpose of ascertaining their expansion needs, and other information that will inform the BDB and the County of important trends in the business community.

Task 13 – Reporting Deliverables

BOARD shall provide updates regarding the progress of the survey, and aggregate information about the information gleaned.