



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Grant Expenditures	\$71,500	\$71,500	\$71,500	\$71,500	\$71,500
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$71,500</b>	<b>\$71,500</b>	<b>\$71,500</b>	<b>\$71,500</b>	<b>\$71,500</b>

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


Budget Account No.:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

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


The source of funds is general fund contingency reserve dollars for QTI match of \$157,500 and QACF match of \$200,000.


**C. Departmental Fiscal Review:**

  
 \_\_\_\_\_  
 Shairrette Major, Fiscal Manager II  
 11/18/16

**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB  
 11/19/16

  
 \_\_\_\_\_  
 Contract Development and Control  
 11/17/16

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

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

## Economic Development Incentive Grant Agreement

**THIS AGREEMENT**, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and **CANCER TREATMENT CENTERS OF AMERICA GLOBAL, INC.**, a For Profit, Florida corporation authorized to do business in the State of Florida, whose Federal I.D. Number is **46-5659341** (hereinafter the "COMPANY").

### **PART I RECITALS**

**WHEREAS**, it is the policy of the COUNTY to encourage and stimulate economic growth in Palm Beach County by either attracting new businesses to Palm Beach County or by assisting local expanding businesses within Palm Beach County that would otherwise expand elsewhere; and

**WHEREAS**, the creation of new full time employment opportunities for residents of Palm Beach County and the tax revenues resulting from business relocation or expansion within Palm Beach County is beneficial to the local economy; and

**WHEREAS**, the State of Florida ("STATE") has determined that counties may expend funds to attract and retain business enterprises, and that the use of public funds toward the achievement of such economic development goals constitutes a public purpose; and

**WHEREAS**, the COUNTY has determined that offering an Economic Development Incentive Grant encourages either existing businesses to remain and/or expand, or new businesses to establish a facility in Palm Beach County and thereby create employment opportunities for the residents of Palm Beach County; and

**WHEREAS**, the COMPANY is committing to invest FOURTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$14,500,000) to purchase and renovate property in Boca Raton, FL for its corporate headquarters, and create TWO HUNDRED TWENTY-FIVE (225) new permanent full-time jobs over a six (6) year period at an average annual wage of NINETY THOUSAND DOLLARS (\$90,000), excluding benefits . The COMPANY is committing to maintain the new jobs for a period of five (5) years from the day each job is created; and

**WHEREAS**, the State of Florida has approved ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,575,000) in incentive funding for the COMPANY; and

**WHEREAS**, the Board of County Commissioners on January 14, 2014, conceptually approved a Job Growth Incentive (JGI) Grant to COMPANY in an amount not to exceed THREE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$357,500), which consists of ONE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500) as one half of the required local match to the STATE'S Qualified Target Industry (QTI) Tax Refund Program, and TWO HUNDRED THOUSAND DOLLARS (\$200,000) representing one half of a local match to the STATE'S Quick Action Closing Fund (QACF); and

**WHEREAS**, the COUNTY finds and declares that it is in the public interest to award an Economic Development Incentive Grant to the COMPANY pursuant to the terms of this Agreement.

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

### **PART II DEFINITIONS**

1. **Definitions:** The below terms as used in this Agreement shall mean:

- A. New Job: Shall include an employee in a full-time job working a minimum of two thousand eighty (2,080) hours annualized (inclusive of vacation, holidays, sick leave, and other paid activities), a Full-Time Equivalent Job or a Relocated Employee. Each New Job shall also:
- (1) Result in a net increase in the number of the COMPANY'S Palm Beach County employees; and
  - (2) Involve only an employee working on-site at the COMPANY'S Palm Beach County facility at the address shown in Exhibit A attached hereto and made a part hereof.
- B. Full-Time Equivalent Job: Shall mean any two or more part-time employees whose sum total work hours, inclusive of vacation and holidays, equals two thousand eighty (2,080) hours annualized. Notwithstanding the foregoing, the two thousand eighty (2,080) hours annualized shall be determined pursuant to the job requirement of the employee, and not the actual number of hours clocked at work, allowing for vacation, holiday and sick leave.
- C. Relocated Employee: Shall mean either an employee in a full-time job working a minimum of two thousand eighty (2,080) hours annualized (inclusive of vacation and holidays), or a Full-Time Equivalent Job that is identified on the COMPANY'S payroll who transferred to the COMPANY'S facility in Palm Beach County from a COMPANY facility in a location other than one located in a county adjacent to the borders of Palm Beach County. Notwithstanding any provision in this Agreement to the contrary, for all purposes under this Agreement it shall be deemed that any employee in a full-time job working a minimum of two thousand eighty (2,080) hours annualized (inclusive of vacation and holidays), or a Full Time Equivalent Job that is identified on the COMPANY'S payroll, who transferred to the COMPANY'S facility in a location other than one located in a county adjacent to the borders of Palm Beach County prior to the Effective Date for the purpose of effectuating COMPANY'S facility in Palm Beach County is a Relocated Employee deemed to have transferred to Palm Beach County after the Effective Date and shall constitute a New Job.
- D. Full Time Contract Employee: Not Applicable.
- E. Annualized Average Wage: Actual annual wage, salaries, and other payments for Full-Time Equivalent Jobs to be created under this Agreement as follows:
- wages; salaries; commissions; bonuses; drawing accounts (advances to employees against future earnings); prizes and awards (if given by employer for employment); vacation pay; payment to employees of difference between regular pay and jury pay; payments to employees temporarily absent while in military service; wages earned before death but paid after death; dismissal pay; sick pay (not made under a plan or system); and supplemental payments (difference between workers' compensation and employee's salary).
- F. Median Wage: Shall mean the annual wage that is the exact middle of all annual wages. It shall be determined by taking the middle annual wage on the list if an odd number of annual wages and if an even number, taking the higher of the middle numbers and considering it the median.

### PART III WHOLLY OWNED AFFILIATES

1. Establishment of Wholly Owned Affiliates: The COMPANY may create or purchase wholly owned affiliates in connection with activities undertaken by the

COMPANY pursuant to this Agreement. All wholly owned affiliates, thus created or purchased, shall be under the full control of the COMPANY, and the COMPANY shall oblige all such wholly owned affiliates to comply with the requirements of this Agreement as provided for herein.

2. **Notification of Wholly Owned Affiliates:** The COMPANY shall, within thirty (30) days of its creation or purchase of a wholly owned affiliate in connection with this Agreement, notify the COUNTY in writing of such wholly owned affiliates by divulging to the COUNTY the name of such entity and the location of the entity's facilities, and the COMPANY shall provide the COUNTY, to the COUNTY'S satisfaction, documentation evidencing the COMPANY'S full control of such wholly owned affiliates.
3. **Acceptance of Jobs Created by Subsidiaries:** The parties agree that all jobs created and maintained by the COMPANY's wholly owned subsidiaries that satisfy the requirements of paragraphs 1 and 2 of this Part III will be treated pursuant to this Agreement as jobs created and maintained by the COMPANY. COMPANY agrees that this Agreement is solely between COMPANY and COUNTY and COUNTY has the right, in its sole and absolute discretion to reject or accept any or all jobs created by COMPANY'S wholly owned subsidiaries.

#### **PART IV COMPANY OBLIGATIONS**

1. **New Job Creation:** The COMPANY shall create two hundred twenty-five (225) New Jobs within six (6) years of January 14, 2014, which is in accordance with Section 6. (b) of the State QTI Tax Refund Agreement and Section 7. (a) of the State QACF Agreement.
2. **New Job Maintenance:** The COMPANY shall maintain the required New Jobs for a period of five (5) years from the date each New Job was created.
3. **Salaries:** The COMPANY shall pay an Annualized Average Wage per annum equal to or greater than NINETY THOUSAND DOLLARS (\$90,000), excluding benefits, for each New Job created under this Agreement.
4. **Capital Investment:** The COMPANY shall make a minimum Capital Investment of FOURTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$14,500,000) at the address shown on Exhibit A attached hereto and made a part hereof.

#### **PART V PERFORMANCE PERIOD**

1. **Effective Date:** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the execution by all parties, and shall become effective on the date it is approved by the Palm Beach County Board of County Commissioners.
2. **Termination Date:** This Agreement shall terminate sixty six (66) months after the creation of the two hundred and twenty-fifth (225<sup>th</sup>) New Job.

#### **PART VI INCENTIVE AMOUNTS**

1. **Quick Action Closing Funds (QACF):** The COMPANY is eligible to receive from the COUNTY, in the form of a cash subsidy, QACF Grant Funds, an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000), paid over five (5) years, with the first payment request being made in 2016.
2. **Quick Action Closing Funds Distributions:** The COUNTY shall, upon receipt of an annual written request from the COMPANY, and based on the number of New Jobs reported by COMPANY on the Annual Job Creation and Maintenance Report that is required to be filed with the COUNTY under Part VIII.1 of this

Agreement, disburse QACF Grant Funds in the per job amount of EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$888.88). The maximum amount that COUNTY would be obligated to disburse is TWO HUNDRED THOUSAND DOLLARS (\$200,000) with any amount less than the TWO HUNDRED THOUSAND DOLLARS (\$200,000) being carried forward to the next year until the maximum amount of Two Hundred Thousand Dollars (\$200,000) has been exhausted, provided it is within the five (5) year period. Excess funds will not be carried over beyond the fifth (5<sup>th</sup>) year.

As a prerequisite to making the initial disbursement of QACF program funds, the COUNTY shall have received a form of security, acceptable to COUNTY in its sole discretion, acting reasonably, as required herein.

3. **Qualified Target Industry (QTI) Program:** The COMPANY is eligible to receive from the COUNTY, in the form of a cash subsidy, QTI Match Funds, an amount not to exceed ONE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500) paid according to the schedule established by the STATE.
4. **Job Growth Incentive Grant Distributions as Match to State Qualified Target Industry Tax Refund (QTI):** The COUNTY shall, upon receipt of an annual written request from the STATE, disburse QTI Match Funds to the STATE in the per job amount of SEVEN HUNDRED DOLLARS (\$700.00) according to the schedule established by the STATE. The maximum amount that COUNTY is obligated to disburse is ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500). Payment of tax refunds for the STATE and local match are conditioned on and subject to pay amounts authorized in Section 288.106 Florida Statutes.
5. **Submission of Job Creation and Maintenance Reports:** As a prerequisite to making all disbursements of QACF Grant Funds and QTI Match Funds, the COUNTY shall have determined that the COMPANY is in compliance with the terms of this Agreement, including, but not limited to, the COMPANY'S submission of the Job Creation and Maintenance Reports required herein.
6. **Condition Prior to Distribution of Grant Funds:** The COMPANY shall provide the COUNTY a form of security, including a clean, irrevocable Letter of Credit, Performance Bond, or Corporate Guaranty, in a form acceptable to the COUNTY in its sole discretion, acting reasonably. The security, in the amount of the requested disbursement pursuant to this Part VI, shall be provided to the COUNTY as a precondition to the COUNTY making any disbursements of QACF Grant Funds or QTI Match Funds contemplated herein.

The security shall remain in effect until the COUNTY has received the Final Job Creation and Maintenance Performance Audit and verified that the COMPANY has complied with the requirements outlined in this Agreement, or as indicated below.

Upon the COUNTY'S determination that the COMPANY has satisfactorily complied with the terms of this Agreement, the COUNTY shall notify the COMPANY that the security can be released.

## **PART VII ADVERTISING, RECRUITING AND JOB INFORMATION**

1. **Job Advertising:** The COMPANY shall undertake advertising of the job openings in Palm Beach County to provide sufficient notice to Palm Beach County's residents concerning the availability of COMPANY'S new positions. The advertising regarding the new jobs at COMPANY'S facility in Palm Beach County must be countywide, include Hispanic and Minority news venues, and not limited to a single advertisement.
2. **Job Availability:** The COMPANY shall coordinate with the following agencies regarding new job opportunities:

- A. CareerSource Palm Beach County  
1951 N Military Trail, Suite D  
West Palm Beach, FL 33409  
Attention: Executive Director
  - B. West Career Center  
1085 S Main Street  
Belle Glade, FL 33430  
Attention: Chairperson
3. **Low-income Residents:** The COMPANY shall make reasonable efforts to provide low-income residents opportunities for training and employment at the COMPANY.
  4. **Resident Preference:** The COMPANY shall, without risk of violating any laws, make best efforts to develop and implement hiring policies that provide Palm Beach County residents preference in the hiring process.
  5. **Local Businesses:** The COMPANY shall, without risk of violating any laws, make reasonable efforts to award contracts in connection with this Agreement to eligible business concerns located in or owned in substantial part by persons residing in Palm Beach County.
  6. **Veterans Preference:** The COMPANY shall, without risk of violating any laws, make reasonable efforts to develop and implement hiring policies that provide qualified Veterans preference in the hiring process.
  7. **Transportation To And From Job Location:** The COMPANY shall provide the following information to employees it hires by posting such information on its web site or by providing in written form:
    - A. The bus stop location closest to COMPANY'S office;
    - B. The name and location of Tri-Rail train station closest to COMPANY'S office;
    - C. Information about COMPANY'S car pool program (if one exists); and
    - D. Directions to COMPANY'S office from Interstate 95.

**PART VIII  
SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The COMPANY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the COMPANY 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 COMPANY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

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

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

The COMPANY 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 COMPANY 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 COMPANY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

## **PART IX AUDITS AND REPORTS**

1. **Annual Job Creation and Maintenance Reports:** The COMPANY shall provide the COUNTY'S Department of Economic Sustainability ("DES") with an Annual Job Creation and Maintenance Report, satisfactory to the COUNTY in its sole discretion, acting reasonably, verifying the COMPANY'S compliance with the requirements of PART IV of this Agreement. Such Annual Job Creation and Maintenance Report shall comply with the following:
  - A. Identify each job created and the date it was created.
  - B. Identify each job created and the duration of its maintenance period to date.
  - C. Identify each existing job retained and the duration of its maintenance period to date.
  - D. Report on the Annualized Average Wage for New Jobs that were created and maintained.
  - E. Report on the number of Palm Beach County residents hired to date.
  - F. Provide COUNTY with the calculations for the Median Wage paid per annum.
  - G. The Annual Job Creation and Maintenance Report shall be submitted to the COUNTY'S DES by the anniversary of the effective date of this Agreement.
2. **Final Job Creation and Maintenance Performance Audit:** The COMPANY shall provide the COUNTY'S DES a written Final Job Creation and Maintenance Performance Audit (hereinafter "Audit") satisfactory to the COUNTY in its sole



discretion, acting reasonably, verifying the COMPANY'S compliance with the requirements of PART IV of this Agreement. Such Audit, which shall be prepared at the COMPANY'S sole cost and expense, shall comply with the following:

- A. The Audit shall be conducted and prepared by a Certified Public Accountant (CPA) according to standards established by the American Institute of Certified Public Accountants and shall be submitted on the CPA's letterhead.
- B. The CPA shall "examine" the COMPANY'S records, statements, and schedules and those of all wholly owned affiliates created or purchased by the COMPANY in connection with this Agreement, to verify the accuracy of the number of New Jobs created and maintained as required in Part IV of this Agreement, and to verify the Annualized Average Wage for the New Jobs. The CPA shall express a written "opinion" in the Audit regarding the number of New Jobs created in compliance with this Agreement and the Annualized Average Wage for these New Jobs.
- C. The CPA's report shall attest to examining evidence supporting the COMPANY'S schedules of New Jobs and the Annualized Average Wage of the New Jobs, and those of the wholly owned affiliates stated immediately above.
- D. The CPA's report must provide the Annualized Average Wage for the category below:
  - (1) All New Jobs: Identify the Annualized Average Wage of all New Jobs including all exempt and non-exempt employees and all officers and senior corporate executives that are included in the number of New Jobs to be created as required by this Agreement.
- E. The accuracy of the number, hire dates and Annualized Average Wage of all New Jobs as represented by the COMPANY shall be verified in the Audit by the CPA to the COUNTY'S satisfaction.
- F. The Audit may be performed in conjunction with other auditing services.
- G. A report by a CPA that is a "review or agreed-upon procedures report" on the COMPANY'S representations shall not be deemed to meet the Audit requirements of this Agreement.
- H. The Audit shall be submitted to the COUNTY'S DES within sixty-three (63) months from the date the 225<sup>th</sup> New Job was created.

## PART X GENERAL CONDITIONS

1. **Obligation and Annual Appropriation**: The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the COUNTY. To the extent the annual appropriation amount is reduced, the corresponding obligation of the COMPANY shall be similarly and proportionately reduced.
2. **Non-Discrimination**: The COMPANY acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the COUNTY shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the COUNTY's requirements, the COMPANY has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that

its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the COMPANY shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

3. **Workers' Compensation and Employers' Liability:** The COMPANY shall maintain Workers' Compensation Insurance & Employers' Liability in accord with Florida Statutes Chapter 440 for all jobs set forth in this Agreement. Coverage shall be provided on a primary basis.
4. **Convicted Vendor List:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the COMPANY certifies that it, and its affiliates who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date of execution of this Agreement by the COUNTY. This notice is required by F.S. 287.133(3) (a).
5. **Successors and Assigns:** The COUNTY and the COMPANY each binds itself and its partners, wholly owned affiliates, successors, executors, administrators and assigns to the other party and to the partners, wholly owned affiliates, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the COMPANY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the COMPANY. In the event that the COUNTY determines that the COMPANY is in violation of this paragraph, the COUNTY shall have the right to terminate this Agreement and to seek restitution of the funds paid by the COUNTY to the COMPANY.
6. **Name Change:** Prior to the COMPANY changing the name of the COMPANY the COMPANY shall immediately provide the COUNTY written notice regarding this change to COMPANY'S name.
7. **Material Change of Circumstances:** The COMPANY shall immediately notify the COUNTY of any material change of circumstances for the COMPANY'S business operations in Palm Beach County. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the COMPANY to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of COMPANY'S assets for the benefit of creditors, COMPANY'S relocation outside of Palm Beach County, the suspension, closing or cessation of operation of the COMPANY, voluntary or involuntary bankruptcy or an assignment for the benefit of the COMPANY'S creditors. In the event of a material change of circumstances, the COUNTY shall have the right to terminate this Agreement, whereupon the COUNTY shall have no further obligation to the COMPANY under this Agreement.
8. **Entire Agreement Between Parties:** The COUNTY and the COMPANY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. No provision of this 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 this Agreement, including but not limited to any citizen or employees of the COUNTY and/or COMPANY.

9. **Waiver**: If the COUNTY shall waive any provisions of the Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.
10. **Invalid or Unenforceable Terms**: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
11. **Performance Time and Liability**: The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.
12. **Defaults**: The occurrence of any one or more of the following events shall constitute a Default hereunder:
  - A. Vacating, abandoning, or closing the COMPANY'S business.
  - B. Relocating the COMPANY'S business in Palm Beach County outside Palm Beach County.
  - C. Failure of the COMPANY to submit an acceptable form of performance security to the COUNTY and to maintain the security in effect for the period set forth in this Agreement.
  - D. Failure of the COMPANY to create the number of New Jobs as required in this Agreement.
  - E. Failure of the COMPANY to maintain the required number of New Jobs for each job's required maintenance period.
  - F. Failure of the COMPANY to make the capital investments required.
  - G. Failure of the COMPANY to submit to the COUNTY the Annual Job Creation and Maintenance Report and/or the Audit as required in this Agreement.
  - H. Failure of the COMPANY to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement to be observed or performed by the COMPANY where such failure continues for a period of thirty (30) days after written notice thereof from the COUNTY to the COMPANY; provided, however, that if the nature of COMPANY'S default is such that more than thirty (30) days are reasonably required for its cure, then COMPANY shall not be deemed to be in default if the COMPANY commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.
  - I. The making by the COMPANY of any general assignment, or general arrangement for the benefit of creditors.
  - J. The filing by or against COMPANY of a petition to have the COMPANY adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COMPANY, the same is dismissed within sixty (60) days).
  - K. The appointment of a trustee or receiver to take possession of substantially all of COMPANY'S assets where possession is not restored

to COMPANY within forty-five (45) days.

- L. The attachment, execution or other judicial seizure of substantially all of COMPANY'S assets located within Palm Beach County where such seizure is not discharged within forty-five (45) days.
  - M. The discovery by the COUNTY that any financial statement relating to this Agreement given to the COUNTY was materially false.
13. **Remedies:** In the event of a Default by the COMPANY, the COUNTY may at any time thereafter, terminate this Agreement. In such event, the COUNTY shall be entitled to recover immediately upon demand from the COMPANY or any party joining in or consenting to this Agreement. Nothing herein shall prevent the COUNTY and COMPANY from amending this agreement or coordinating a mutually agreeable plan for repayment of applicable sums paid by the COUNTY to the COMPANY, or to the STATE, as applicable, pursuant to this Agreement.
  14. **Law and Remedy:** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall 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 or 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.
  15. **Regulations:** The COMPANY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include conflict of interest and collusion. The COMPANY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may affect the services offered.
  16. **Headings:** The headings of the sections, paragraphs, divisions, subdivisions, part and subparts of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.
  17. **Number and Gender:** Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.
  18. **Access To Records:** Upon thirty (30) business days notice and at any time during normal business hours and as often as the COUNTY deems necessary, there shall be made available by the COMPANY to the COUNTY for examination, all its records with respect to all matters covered by this Agreement. The COUNTY reserves the right to conduct an inspection of the COMPANY'S records regarding performance measures with respect to matters covered by this Agreement at any time for any period covered by this Agreement. The COUNTY shall maintain the confidentiality of such records subject to Section 119.07 of the Florida Statutes.
  19. **Office Of The Inspector General:** COUNTY has established the Office of 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 COMPANY, and its wholly owned affiliates, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with 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.
  20. **Indemnification And Hold Harmless:** The COMPANY agrees to protect,

defend, reimburse, indemnify and hold the COUNTY, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from the COUNTY which arise from any act or omission by SBA or its officers, agents or employees under this Agreement. The COMPANY recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the COUNTY in support of this clause in accordance with the laws of the STATE. This Paragraph shall survive the termination of the Agreement.

21. **Notices:** All notices from the COMPANY to the COUNTY and the COUNTY to COMPANY required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO COUNTY: Board of County Commissioners  
c/o Palm Beach County Attorney's Office  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Attn: James Brako, Assistant County Attorney

TO COMPANY: Cancer Treatment Centers of America, Inc.  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487  
Attn: Dr. Rajesh Garg, M.D., J.D., President & CEO

With a copy to: Mr. Timothy Flanigan  
Chief Legal and Compliance Officer  
Cancer Treatment Centers of America, Inc.  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487

Such addresses may be changed by written notice to the other party.

22. **Third Party Beneficiaries:** No provision of this 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 this Agreement, including but not limited to any citizen or employees of the COUNTY and/or COMPANY.
23. **Scrutinized Companies (when contract value is greater than \$1 million):** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the COMPANY 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 COMPANY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S.287.135.

24. **Public Records:** Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the COMPANY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the COMPANY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the COMPANY 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 COMPANY 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 COMPANY does not transfer the records to the public agency.
- D. Upon completion of the Contract the COMPANY shall transfer, at no cost to the County, all public records in possession of the Consultant 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 COMPANY transfers all public records to the County upon completion of the Contract, the COMPANY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the COMPANY keeps and maintains public records upon completion of the Contract, the COMPANY shall meet all applicable requirements for retaining public records. All records stored electronically by the COMPANY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the COMPANY 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. COMPANY 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.

- 25. **Counterparts:** This Agreement, consisting of sixteen (16) enumerated pages, which includes the exhibit referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.
- 26. **Force Majeure:** If COMPANY shall be delayed or hindered in or preventing from the performance of any act required hereunder by reason of strike, lockouts, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, terrorism, fire or other casualty, or other reason of a similar or dissimilar nature beyond the reasonable control of the COMPANY, then performance of any such act shall be extended for a period equivalent to the period of such delay without jeopardizing the continuation of the exemption.

**PART XI  
REQUIREMENTS APPLICABLE TO WHOLLY OWNED AFFILIATES**

In addition to instances where the requirements of this Agreement are expressly set forth to be applicable to wholly owned affiliates of the COMPANY, the requirements of the below listed Parts and Subparts shall also apply to all such wholly owned affiliates:

- A. PART IV: Subparts 1, 2, 3 and 4.

- B. PART VI: Subparts 1 and 2.
- C. PART VII: Subparts 1, 2, 3, 4, 5, 6 and 7.
- D. PART X: Subparts 2, 3, 4, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23 and 24.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the COMPANY and the COUNTY have caused this Agreement to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

**CANCER TREATMENT CENTERS OF AMERICA GLOBAL, INC.,  
a corporation authorized to do business in the State of Florida**

Witnesses:

*Claire M Duffy*  
Witness Signature

CLAIRE DUFFY  
Print Witness Name

By: *[Signature]*  
Dr. Rajesh Garg, M.D., J.D., President & CEO  
(Officer/Member)

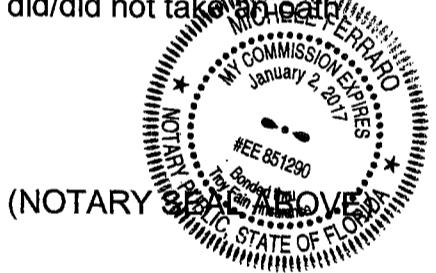
*Maureen Ciocciari*  
Witness Signature

MAUREEN CIOCIARI  
Print Witness Name

By: *BS*  
(Treasurer)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2016, by Dr. Rajesh Garg, who is personally known to me, or who produced \_\_\_\_\_ as identification and who did/did not take an oath \_\_\_\_\_



Signature: *Michele Ferraro*  
Notary Name: Michele Ferraro  
Notary Public - State of Florida



(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: \_\_\_\_\_

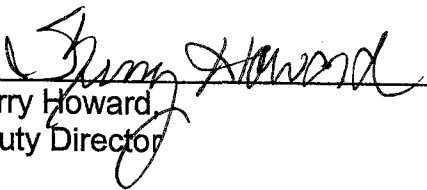
By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form  
And Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
James Brako,  
Assistant County Attorney

By:  \_\_\_\_\_  
Sherry Howard,  
Deputy Director

**EXHIBIT A**

**ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT BETWEEN  
PALM BEACH COUNTY AND  
CANCER TREATMENT CENTERS OF AMERICA GLOBAL, INC.**

**COMPANY IDENTIFICATION AND INFORMATION**

QACF application date:

**December 15, 2013**

Company Name: **Cancer Treatment Centers of America Global, Inc.**

Existing Headquarters:

**1336 Basswood Road  
Schaumburg, IL 60173**

Address of the company's facility in  
Palm Beach County:

**Temporary facility: 6000 Broken Sound Parkway, NW  
Boca Raton, FL 33487**

**Permanent facility: 5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487**

Products/services to be  
provided from the company's facility in  
Palm Beach County:

**Headquarters and Administration  
Services**

Business Type: Corporate Headquarters

State of Florida Status: Active

State of Florida Filing Date: 5/14/2014

Qualification #: P14000043300

Federal ID Number: 46-5659341

RESOLUTION NUMBER R2014- 0094

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, RECOMMENDING APPROVAL OF PROJECT EMBLEM, A COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AS A QUALIFIED TARGET INDUSTRY (QTI) BUSINESS PURSUANT TO s.288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT FOR THE QUALIFIED TARGET INDUSTRY TAX PROGRAM NOT TO EXCEED \$157,500.**

**WHEREAS**, PROJECT EMBLEM is considering relocating their headquarters to Boca Raton, Florida; and

**WHEREAS**, the PROJECT EMBLEM project will involve the acquisition and renovation of an existing building; and

**WHEREAS**, PROJECT EMBLEM will create 225 new permanent full-time jobs in Palm Beach County at an average wage of \$90,000, excluding benefits, which is 200% greater than the average wage in the State of Florida; and

**WHEREAS**, Palm Beach County's Department of Economic Sustainability estimates that the proposed project would result in an economic impact of \$216 Million over five (5) years; and

**WHEREAS**, PROJECT EMBLEM, a for-profit corporation, has filed a QTI Tax Refund Program application with Enterprise Florida, Inc. to seek State tax refunds; and

**WHEREAS**, PROJECT EMBLEM has been identified as a target Industry Business and falls within one of the high-impact sectors designated under s.288.108, Florida Statutes; and

**WHEREAS**, Palm Beach County's Job Growth Incentive Program is utilized as local participation for the QTI and is designed to motivate businesses by providing funding assistance to either relocate to or establish a facility in Palm Beach County or to help an existing local business with an expansion project which will result in the creation of full-time jobs in Palm Beach County, increase the County's tax base, and strengthen and diversify the County's local economy; and

**WHEREAS**, Palm Beach County has determined that it will provide one half of the local financial support in the form of a Job Growth Incentive Grant to PROJECT EMBLEM in the amount of \$157,500; and

**WHEREAS**, the City of Boca Raton has determined that it will provide one half of the local financial support in the form of a Job Growth Incentive Grant to PROJECT EMBLEM in the amount of \$157,500; and

**WHEREAS**, the State of Florida has committed to provide \$1.260 Million (\$1,260,000) to PROJECT EMBLEM under the QTI Program; and

**WHEREAS**, PROJECT EMBLEM is aware that the award is contingent upon the company entering into a formal agreement with the County to create 225 permanent jobs at an average annualized salary of \$90,000 within five (5) years of the effective date of the agreement and retain those jobs for a period of five (5) years.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, that the Board hereby recommends PROJECT EMBLEM, a company authorized to do business in the State of Florida, be approved as a Qualified Target Industry Business pursuant to s.288.106, Florida Statutes.

BE IT FURTHER RESOLVED, that one half of the local financial support for the Qualified Target Industry Tax Refund exists in the amount of \$157,500 from Palm Beach County, and one half from the City of Boca Raton, which amounts will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to s.288.106, Florida Statutes.

BE IT FURTHER RESOLVED, that **Palm Beach County Board of County Commissioners** has determined the basis of this project's average private wage sector commitment shall be 200% greater than the State's average annual wage.

This resolution shall take effect immediately upon its adoption.

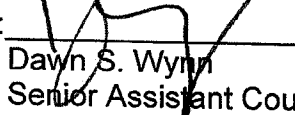
The foregoing Resolution was offered by Commissioner Abrams, who moved its adoption. The motion was seconded by Commissioner Burdick, and being put to vote, the vote was as follows:

PRISCILLA A. TAYLOR, Mayor	- <u>Aye</u>
PAULETTE BURDICK, Vice Mayor	- <u>Aye</u>
HAL R. VALECHE	- <u>Aye</u>
SHELLEY VANA	- <u>Aye</u>
STEVEN L. ABRAMS	- <u>Aye</u>
MARY LOU BERGER	- <u>Aye</u>
JESS R. SANTAMARIA	- <u>Aye</u>


The Mayor thereupon declared the Resolution duly passed and adopted this 14th day of January, 2014.

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Dawn S. Wynn  
Senior Assistant County Attorney

**ATTEST: SHARON R. BOCK  
CLERK & COMPTROLLER**

By:   
Deputy Clerk



2017 -

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

BGEX 143-101116\*00045  
BGRV 143-101116\*00007

**FUND 1539 Economic Development Office**

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/04/16	REMAINING BALANCE
<b><u>REVENUES</u></b>								
143-2104-4137	DES Grant Prep & Admin Fees	0	0	40,000	0	40,000		
<b>Total Receipts and Balances</b>		<b>6,525,839</b>	<b>6,525,839</b>	<b>40,000</b>	<b>0</b>	<b>6,565,839</b>		
<b><u>EXPENDITURES</u></b>								
143-2102-1070	Charge-off Personal Services	-3,219,953	-3,219,953		40,000	(3,259,953)	0	(3,259,953)
143-2102-8201	Contributions-Non Gov't Agency	282,837	282,837	40,000	0	322,837	0	322,837
143-2104-1080	Personal Services-Indirect	20,000	20,000	40,000		60,000	0	60,000
<b>Total Appropriations &amp; Expenditures</b>		<b>6,525,839</b>	<b>6,525,839</b>	<b>80,000</b>	<b>40,000</b>	<b>6,565,839</b>		

Signatures & Dates

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

*Spencer Howard*

By Board of County Commissioners  
At Meeting of:

November 22, 2016

Deputy Clerk to the  
Board of County Commissioners

2017 -

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX 143-072616\*01722  
BGRV 143-072616\*00514

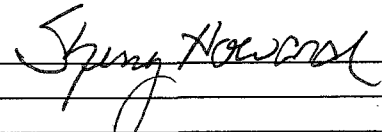
FUND 1539 Economic Development Office

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/26/16	REMAINING BALANCE
<b>REVENUES</b>								
800-8000-8000	Tr Fr General Fund 0001	4,110,100	4,110,100	357,500	0	4,467,600		
<b>Total Receipts and Balances</b>		<b>6,525,839</b>	<b>6,525,839</b>	<b>357,500</b>	<b>0</b>	<b>6,883,339</b>		
<b>EXPENDITURES</b>								
143-1149-8201	Contributions-Non Gov't Agency	0	0	357,500	0	357,500	0	357,500
<b>Total Appropriations &amp; Expenditures</b>		<b>6,525,839</b>	<b>6,525,839</b>	<b>357,500</b>	<b>0</b>	<b>6,883,339</b>		

Signatures & Dates

By Board of County Commissioners  
At Meeting of:

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

  
\_\_\_\_\_

November 22, 2016  
Deputy Clerk to the  
Board of County Commissioners