

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenues	\$108,335	\$108,333	\$108,333	\$108,333	\$108,333
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$108,335	\$108,333	\$108,333	\$108,333	\$108,333

# 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 are in the form of an ad valorem tax exemption not to exceed \$650,000 over a six (6) year period for the Economic Development Incentive Grant match if so approved by the BCC. There is no direct fiscal impact to DES from granting a tax exemption for real property improvements. The overall County impact is a reduction of collectable taxes. The estimated improvement costs attributed to the real property and tangible personal property total \$25 Million.

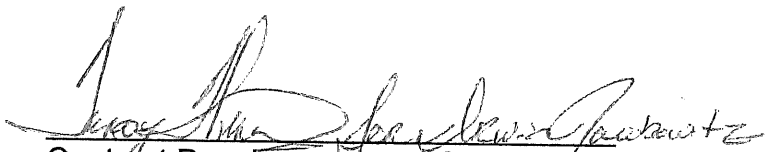
C. Departmental Fiscal Review:


 Beverley Reid, Fiscal Manager I

III. REVIEW COMMENTS

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


 OFMB 3/30/17


 Contract Development and Control
 3/31/17

B. Legal Sufficiency:


 Assistant County Attorney 4/3/17

C. Other Department Review:

Department Director

Economic Development Incentive Agreement

THIS AGREEMENT, dated as of this day of _____, _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and **Pratt & Whitney, a division of United Technologies Corporation**, a for-Profit Delaware corporation, whose Federal I.D. Number is 06-0570975 (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 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 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, pursuant to COUNTY's conceptual approval of this Agreement as of August 19, 2014, the COMPANY has built a plant in Jupiter which serves as an expansion of its existing Palm Beach County Operations. The COMPANY made a \$25 million capital investment for the construction of this 35,000 sq. ft. plant, and created 110 new permanent full-time jobs over three (3) years at an annualized average wage of \$84,892 and an annual median wage of \$75,000, and will retain the new jobs for five (5) years from the date each job was created; and

WHEREAS, the State of Florida has agreed to provide \$880,000 from the Quick Action Closing Fund (QACF) and \$770,000 in a form of Qualified Target Industry (QTI) Tax Refund for the COMPANY, and has entered into agreements for both (the "State Agreements"), both of which require local financial support; and

WHEREAS, the Board of County Commissioners on August 19, 2014, conceptually approved (R-2014-1223) an incentive in the form of an Ad Valorem Tax Exemption Grant to COMPANY in an amount not to exceed \$650,000 over a six (6) year period.

WHEREAS, the COUNTY finds and declares that it is in the public interest to award an Economic Development Incentive 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 1,820 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 facilities at the addresses 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 1,820 hours annualized. Notwithstanding the foregoing, the 1,820 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 1,820 hours annualized (inclusive of vacation and holidays), or a Full Time Equivalent Job that is identified on the COMPANY'S payrolls, in each case, who transferred to the COMPANY'S facilities in Palm Beach County from COMPANY'S facilities 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 1,820 hours annualized (inclusive of vacation and holidays), or a Full Time Equivalent Job that is identified on the COMPANY'S payrolls, in each case, who transferred to the COMPANY'S facilities 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 facilities 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. Annualized Average Wage: The average of the 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 SUBSIDIARIES

1. **Establishment of Wholly Owned Subsidiaries**: The COMPANY may create or purchase wholly owned subsidiaries in connection with activities undertaken by the COMPANY pursuant to this Agreement. All wholly owned subsidiaries, thus created or purchased, shall be under the full control of the COMPANY, and the COMPANY shall oblige all such wholly owned subsidiaries to comply with the requirements of this Agreement as provided for herein.
2. **Notification of Wholly Owned Subsidiaries**: The COMPANY shall, within thirty (30) days of creation or purchase of wholly owned subsidiaries in connection with this Agreement, notify the COUNTY in writing of such wholly owned subsidiaries by divulging

to the COUNTY the name of such entities and the location of the entities' facilities, and the COMPANY shall provide the COUNTY, to the COUNTY'S satisfaction, documentation evidencing the COMPANY'S full control of such wholly owned subsidiaries.

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'S OBLIGATIONS

1. **Job Creation:** The COMPANY shall create 110 New Jobs within three (3) years of the Effective Date.
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 **\$84,892** excluding benefits, for each New Job created under this Agreement. The COMPANY shall pay a median wage per annum for the New Jobs equal to or greater than **\$75,000**, excluding benefits.
4. **Capital Investment:** The COMPANY shall provide proof that they have made a minimum total Capital Investment of \$25 Million 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. Upon such approval and execution, the Effective Date of this Agreement shall be as of the date of conceptual approval by the Palm Beach County Board of County Commissioners (August 19, 2014).
2. **Termination Date:** Unless earlier terminated according to the terms of this Agreement, this Agreement shall terminate sixty-six (66) months after the creation of the 110th New Job or upon completion of the Ad Valorem Tax Exemption as set forth in Part VI below, whichever date occurs last.

PART VI INCENTIVE AMOUNTS

1. **Ad Valorem Tax Exemption:** The COMPANY has been conceptually approved to receive an Ad Valorem Tax Exemption not to exceed **\$650,000** over a **six (6)** year period in consideration of the capital investments, existing jobs retained, new jobs created and maintained and average annual wage memorialized under this Agreement. This conceptual approval was contingent upon the determination that the project meets the requirements under Florida Statute 196.012 for an Ad Valorem Tax Exemption.

The COMPANY will be required to submit a Formal Application for Ad Valorem Tax Exemption on the application entitled "Economic Development Ad Valorem Property Tax Exemption, Chapter 196.1933, Florida Statutes Form 418" by March 1st in the year that the exemption is desired to take effect. This application will be reviewed by the Palm Beach County Property Appraiser for eligibility as outlined in the County's Ordinance No. 2012-042.

The COMPANY, if eligible, will be granted an Ad Valorem Tax Exemption for 100% of the assessed value of all qualifying tangible personal property acquired and added improvements to real property for an amount not to exceed **\$650,000** over a six (6) year period excluding land taxes levied by Palm Beach County, where Palm Beach County is the taxing authority. The exemption does not apply to taxes levied by a municipality, school district, or water management district, or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors.

2. Revocation of Ad Valorem Tax Exemption: Should the COMPANY fail to file the annual report with the Board on or before March 1st of each year the exemption has been granted as required by the Ad Valorem Tax Exemption Ordinance, or fail to continue to meet the definition of a new business or an expansion of an existing business, and/or fail to fulfill any other representation made to the Board during the application process, including the creation and maintenance of the total number of new jobs and the retention of existing jobs identified by the COMPANY in the application (Exhibit "A"), the Board may adopt an ordinance revoking the Ad Valorem Tax Exemption.

The revocation of the Ad Valorem Tax Exemption may occur if the COMPANY fails to fulfill its obligations as provided for under the ordinance granting the COMPANY an exemption. The effective date for revocation of the exemption will be identified in the ordinance.

Upon revocation, the Board shall immediately notify the Property Appraiser.

For any year that taxes may have been exempted and the Board finds that the COMPANY was not entitled to the exemption, such taxes may be recovered and the Property Appraiser will assist the Board to recover any taxes exempted. The Board may recover taxes exempted throughout the term of the Agreement.

Should the COMPANY fail to file the annual exemption renewal application with the Property Appraiser on or before March 1st of each year the exemption has been granted as required in the Ad Valorem Tax Exemption Ordinance and in accordance with Chapter 196.011(1) (a), Florida Statutes, or fail to continue to meet the definition of a new business or an expansion of an existing business, the Property Appraiser may deny the exemption in accordance with Chapter 196.193(3), Florida Statutes.

Nothing herein shall prohibit the COMPANY from reapplying for an ad valorem tax exemption pursuant to State law.

PART VII ADVERTISING, RECRUITING AND JOB INFORMATION

1. Job Advertising: In the event the COMPANY shall undertake advertising of job openings in Palm Beach County, COMPANY will 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 facilities in Palm Beach County must be countywide, include Hispanic and Minority news venues, and not limited to a single advertisement. Advertising jobs on the COMPANY'S website or other internet sites shall fulfill this requirement.

2. Job Availability: The COMPANY shall cooperate with the following agencies regarding new job opportunities:

- A. CareerSource Palm Beach County
3400 Belvedere Road
West Palm Beach, FL 33406
Attention: Executive Director

- B. West Career Center
1083 South Main Street
Belle Glade, FL 33430

3. **Low-income Residents**: The COMPANY shall make best efforts to provide qualified 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 qualified Palm Beach County residents preference in the hiring process.
5. **Veterans Preference**: The COMPANY shall, without violating any laws, make best efforts to develop and implement hiring policies that provide qualified Veterans preference in the hiring process.
6. **Local Businesses**: The COMPANY shall, without risk of violating any laws, make reasonable efforts to award contracts in connection with this Agreement to qualified eligible business concerns located in or owned in substantial part of by persons residing in Palm Beach County.
7. **Transportation To And From Job Location**: The COMPANY shall make the following information available 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 offices;
 - B. The name and location of Tri-Rail train station closest to COMPANY'S offices;
 - C. Information about COMPANY'S car pool programs (if they exist); and
 - D. Directions to COMPANY'S offices from Interstate 95.

PART VIII AUDITS AND REPORTS

1. **Annual Job Creation and Maintenance Reports**: The COMPANY shall provide the COUNTY'S Department of Economic Sustainability 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. Report on the annualized average wage for New Jobs that were created
 - D. Report on the median wage for New Jobs that were created
 - E. Report on the number of Palm Beach County residents hired to date
 - F. Annual Job Creation and Maintenance Report shall be submitted to the COUNTY'S Department of Economic Sustainability by the anniversary of the Effective Date of this Agreement. The Parties recognize that the reports for the years 2015 and 2016 have been submitted to and received by the COUNTY.
2. **Final Job Creation and Maintenance Performance Audit**: The COMPANY shall provide the COUNTY'S Department of Economic Sustainability 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 subsidiaries 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 include 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 subsidiaries stated immediately above.
- D. The CPA's report must provide the annualized average wage **and** the median wage for the below categories:
 - (1) All New Jobs: Identify the annualized average wage **and** the median 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.
 - (2) New Jobs Only: Identify the annualized average wage **and** the median wage of all New Jobs as stated above, excluding from these calculations the average annual salary of all officers and senior corporate executives.
- E. The accuracy of the number, hire dates and annualized average wages **and** the median 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 Department of Economic Sustainability within sixty-three (63) months from the date the last New Job was created.

**PART IX
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. The COUNTY'S obligation to pay under this Agreement is also contingent upon the COMPANY having an active agreement, in good standing, with the State, and termination of or default under that agreement may result in termination of this Agreement by the COUNTY.
- 2. **Non-Discrimination**: The COMPANY acknowledge 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 have either submitted a copy of their written non-discrimination policies which are consistent

with Resolution R-2014-1421 and the policy detailed above, or have submitted executed statements affirming that their non-discrimination policy is in conformance with Resolution R-2014-1421 and 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 and noncontributory basis.
4. **Convicted Vendor List:** As provided in F.S. 283.132-133, by entering into this Agreement or performing any work in furtherance hereof, the COMPANY certify that they, and their subsidiaries 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. 283.133(3) (a).
5. **Successors and Assigns:** The COUNTY and the COMPANY each binds itself and its partners, wholly owned subsidiaries, successors, executors, administrators and assigns to the other party and to the partners, wholly owned subsidiaries, 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 are in violation of this paragraph, the COUNTY shall have the right to terminate this Agreement.
6. **Name Change:** Within fifteen (15) calendar days of the COMPANY changing the name of the COMPANY, the COMPANY shall provide the COUNTY written notice regarding this change to COMPANY'S names.
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 operations in Palm Beach County.
 - B. Relocating the COMPANY'S business operations 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 the entire 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 pursue 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 information 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, all sums paid by the COUNTY to the COMPANY, as applicable, pursuant to this Agreement. Except as set forth in Part IX Subpart 12, Subsections I, J, and K, COMPANY shall be granted thirty (30) days from notification of default to cure any deficiency that triggered said default.

14. Law and Remedy: This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall 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 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 are 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 neutral 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' written notice and at any time during normal business hours and as the COUNTY deems reasonably necessary, there shall be made available by the COMPANY to the COUNTY for examination, their records with respect to all requested 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. In making any request for records, the COUNTY shall construct the request as narrowly as possible so as to avoid any undue burden on the COMPANY and such that the COMPANY need not provide any information other than as required under this Agreement.

19. Office Of The Inspector General: Palm Beach 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 their wholly owned subsidiaries, their

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 123.69, Florida Statutes, in the same manner as a second degree misdemeanor.

20. Indemnification and Hold Harmless: The COMPANY agree 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 out of COMPANY'S or its officers, agents, and employees failure to comply with any provision of this Agreement. The COMPANY recognize the broad nature of this indemnification and hold harmless clause, and voluntarily make this covenant and expressly acknowledge the receipt of good and valuable consideration provided by the COUNTY in support of this clause in accordance with the laws of the State of Florida. 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: DEPARTMENT OF ECONOMIC SUSTAINABILITY
100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406
Attn: Sherry Howard, Deputy Director

With a copy to: 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: If by US Mail:

Pratt & Whitney (a division of United Technologies Corp)
17900 Beeline Highway
Jupiter, FL 33478

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.

The parties to this Agreement agree that the value stated herein does not exceed \$1 million, and therefore this provision does not apply.

24. Public Records: Notwithstanding anything contained herein, as provided under Section 119.0701, 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. If the COMPANY is acting on behalf of and providing service to the COUNTY, the COMPANY's compliance with the Florida Public Records Law shall be limited to only those records generated pursuant to this Agreement. In such instance, 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.

The parties hereto agree to ensure that any exempt, confidential 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 Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

25. Counterparts: This Agreement, consisting of fifteen (15) enumerated pages which include the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

**PART X
REQUIREMENTS APPLICABLE TO WHOLLY OWNED SUBSIDIARIES**

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

- 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, 5, 6, 7, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23 and 24.

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:

Witnesses:

Linda M. Torres

Witness Signature

Linda M. Torres

Print Witness Name

Pratt & Whitney (a division of United Technologies Corp)

By: Robert Griffiths

(Officer/Member)

Witnesses:

Diane Dorgan

Witness Signature

Dianne Dorgan

Print Witness Name

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 30th day of MAR, 2017, by ROBERT GRIFFITHS, who is personally known to me, or who produced CTDL 107178089 as identification and who did/did not take an oath.

Signature: Linda Michelle Field

Notary Name: _____

(NOTARY SEAL ABOVE)

Notary Public - State of Connecticut

LINDA MICHELLE FIELD
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2017

(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: _____
Paulette Burdick, Mayor

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

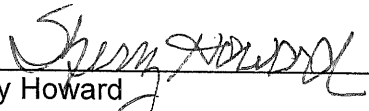
By: 
Sherry Howard
Deputy Director

EXHIBIT "A"

**ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT
BETWEEN PALM BEACH COUNTY AND PRATT & WHITNEY (A DIVISION OF
UNITED TECHNOLOGIES CORPORATION)**

COMPANY IDENTIFICATION AND INFORMATION

QACF application date: May 16, 2014

Company Names: **Pratt & Whitney (a division of United Technologies Corp)**

Existing Headquarters: Hartford, CT

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

17900 Beeline Highway
Jupiter, FL 33478

Products/services to be provided from the company's facility in Palm Beach County: Engineering and operations for radial Auxiliary Power Unit (APU) which are gas turbine engines used to produce energy for applications other than aircraft propulsion (i.e. electricity, and other aircraft systems).

Business Type: Manufacturing

State of Florida Status: Active

State of Florida Filing Date: 06/19/1956

Qualifications: 60-8012102399-7
78-8012102400-1

Federal ID Number: 06-0570975

RESOLUTION NUMBER R2014- 1223

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, RECOMMENDING APPROVAL OF PROJECT BLINK, 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 REFUND WITH HIGH-IMPACT SECTOR BONUS AND QUICK ACTION CLOSING FUND IN THE FORM OF AN AD VALOREM TAX EXEMPTION IN AN AMOUNT NOT TO EXCEED \$650,000 OVER A SIX (6) YEAR PERIOD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PROJECT BLINK is an aviation/engineering company located in Palm Beach County that is considering a \$25 Million plant expansion at its existing facilities; and

WHEREAS, PROJECT BLINK will create 110 new permanent full-time jobs in Palm Beach County at an average annual wage of \$84,892, excluding benefits, which is 200% greater than the average wage in Florida; and

WHEREAS, Palm Beach County's Department of Economic Sustainability estimates that the proposed project would result in an economic impact of \$183 Million over five (5) years; and

WHEREAS, PROJECT BLINK has been identified as a Target Industry Business and, moreover, falls within one of the high-impact sectors designated under s.288.108, Florida Statutes, and is eligible to apply for the Qualified Target Industry Tax Refund with a High-Impact Sector Bonus pursuant to s.288.106 (QTI); and

WHEREAS, PROJECT BLINK has been approved by the State of Florida to receive an award from the Quick Action Closing Fund (QACF) Program pursuant to s. 288.1088, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby acknowledges that local financial support of 20% of the total QTI tax refund is required under the provisions of s.288.106, Florida Statutes, governing the State's QTI Program; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby acknowledges support as required under the provisions of s.288.1088, Florida Statutes, governing the State's QACF Program; and

WHEREAS, Palm Beach County's Economic Development Ad Valorem Tax Exemption Program may be used as local participation for the QTI and QACF 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 the Ad Valorem Tax Exemption granted to PROJECT BLINK cannot exceed an estimated \$650,000 over a six (6) year period for real property and tangible personal property improvements; and

WHEREAS, PROJECT BLINK is aware that the award is contingent upon the company fulfilling a capital investment of \$25 Million, that 110 permanent jobs must be created at an average annual wage of \$84,892 within three (3) years of the effective date of the Economic Development Incentive Agreement with Palm Beach County, and retained for five (5) years from the date of compliance with the job creation requirement, and a

determination must be made that the project meets the requirements under s.196.012, Florida Statutes, for an Ad Valorem Tax Exemption based on the submission of an official application, per the requirements of the Ad Valorem Tax Exemption Program, by the deadline date.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the Board hereby recommends PROJECT BLINK, 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 the necessary local financial support for the Qualified Target Industry Tax Refund with High-Impact Sector Bonus exists for PROJECT BLINK in the amount of \$650,000, which includes \$110,000 for the Qualified Target Industry Tax Refund and \$44,000 for the High-Impact Sector Refund, and will be provided in the form of an Ad Valorem Tax Exemption granted to PROJECT BLINK pursuant to s.196.1995, Florida Statutes.

BE IT FURTHER RESOLVED, that Palm Beach County Board of County Commissioners has determined the basis of this project's average private sector wage 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 Berger, who moved its adoption. The motion was seconded by Commissioner Vana, and being put to vote, the vote was as follows:

- Commissioner Priscilla A. Taylor, Mayor - Aye
- Commissioner Paulette Burdick, Vice Mayor - Aye
- Commissioner Hal R. Valeche - Aye
- Commissioner Shelley Vana - Aye
- Commissioner Steven L. Abrams - Aye
- Commissioner Mary Lou Berger - Aye
- Commissioner Jess R. Santamaria - Absent

The Mayor thereupon declared the Resolution duly passed and adopted this 19th day of August, 2014.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Dawn S. Wynn
Senior Assistant County Attorney

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

By: [Signature]
Deputy Clerk

