

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	<b>May 5, 2020</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	<b>Housing and Economic Sustainability</b>		

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

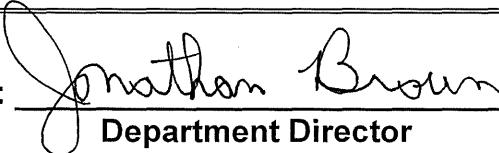
- A)** an Agreement to Terminate Economic Development Incentive Agreement with Lockheed Martin Corporation (Company);
- B)** Budget Transfer of \$122,729 from the Economic Development Fund to the General Fund; and,
- C)** a Budget Amendment of \$122,729 in the General Fund to recognize the transfer from the Economic Development Fund to the General Fund.

**Summary:** On December 16, 2014, the Board of County Commissioners (BCC) approved an Economic Development Incentive Agreement (R2014-1979) with the Company to provide the County’s local match to the State Qualified Defense and Space Contractor (QDSC) Tax Refund Program. The State provided \$2.5M and the County’s incentive representing 10% of the 20% required local match was provided in the form of a cash grant not to exceed \$320,800 over a four year period. The City of Riviera Beach and the City of West Palm each provided incentives to complete the remainder of the \$320,800 local match requirement. The Company was required to retain 401 existing full-time jobs. The incentives were provided to offset significant capital costs required to perform work necessary to compete for the Department of Defense Contract for the U.S. Navy Remote Minehunting System Program (Program). The Company has requested to withdraw from the Agreements with the state, county, and cities due to the cancellation of the Program, requiring a reduction in staffing at the Company. Per the terms of the Agreement, County funds disbursed to date are not required to be returned as the issue was beyond the control of the Company and caused by the cancellation of the Navy’s program and the Company’s federal contract. To date, the County disbursed \$198,071.83 toward the local match requirement based on invoices submitted by the State, with \$122,729 remaining undisbursed. Dollars utilized supported key investments in engineering labs located in their Palm Beach County operations to enable pursuit of autonomous underwater systems including manufacturing and testing. The Company currently retains 302 jobs at an average salary of \$116,029.

Execution of this Agreement to Terminate Economic Development Incentive Award (Termination Agreement) will terminate the original agreement. The undisbursed \$122,729 portion of the County’s incentive was funded by the general fund contingency reserve and will be returned to the general fund. District 7 (DB)

**Background and Justification:** The Economic Development Incentive Program continues to provide for long-term economic growth in Palm Beach County and further diversification of the local economy. The Program implements the Board of County Commissioner’s policy to attract new businesses to Palm Beach County, to support expanding businesses in the County that would otherwise expand elsewhere, and to create employment opportunities for residents of Palm Beach County. In addition, the Program facilitates the 20% local match requirement of State incentive programs such as the QDSC Tax Refund Program. The County enters into an Agreement to ensure proper use of the County’s matching funds.

- Attachment(s):**
- 1. Agreement to Terminate Economic Incentive Grant Agreement
  - 2. Economic Development Incentive Agreement (R-2014-1979)
  - 3. Budget Transfer and Budget Amendment

<b>Recommended By:</b>	 <b>Jonathan Brown</b>	April 6, 2020 <b>Date</b>
	<b>Department Director</b>	

<b>Approved By:</b>	 <b>Don H. Mill</b>	4/16/2020 <b>Date</b>
	<b>Assistant County Administrator</b>	

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Grant Expenditures	(\$122,729)				
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(\$122,729)</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes  X  No    
 Does this Item include the use of Federal funds? Yes   No  X

Budget Account No.:

Fund  1539  Dept  143  Unit  1144  Object  8201  Program Code/Period


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


The cash match was funded by the general fund contingency reserve and is being returned to the general fund.

C. Departmental Fiscal Review:   
 Beverley Reid, Division Manager

**III. REVIEW COMMENTS**

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

 2/13/2020  
 OFMB 2/11  
 4/7/2020  
 2/11

  
 Contract Development and Control  
 4-8-2020 TW

**B. Legal Sufficiency:**

/s/ David C. Behar 4/3/2020

Assistant County Attorney

**C. Other Department Review:**

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

AGREEMENT TO TERMINATE ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT FOR BETWEEN  
PALM BEACH COUNTY AND LOCKHEED MARTIN CORPORATION

This Termination Agreement (the "Agreement") is made and entered into \_\_\_\_\_  
\_\_\_\_\_ (the "Effective Date") by and between Palm Beach County, a political subdivision of the State of  
Florida (the "County") and Lockheed Martin Corporation, a Corporation authorized to do business in the  
State of Florida (the "Company").

**WHEREAS**, County and Company entered into that certain Economic Development Incentive  
Grant Agreement (R2014-1979), dated as of December 16, 2014 (the "Agreement"); and

**WHEREAS**, Company has requested to terminate the Agreement; and

**WHEREAS**, COUNTY has no objection to the termination of Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for such  
other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge,  
the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Termination  
Agreement
2. The parties hereby agree that the Agreement shall be terminated as of the Effective  
Date.
3. Company hereby unconditionally waives and releases any claim against the COUNTY  
arising under the Agreement or by reason of its termination thereof.

*The remainder of page left blank intentionally*

IN WITNESS WHEREOF, Company and the County have caused this Agreement to be executed on the dates set forth herein.

Signed, sealed and delivered in the presence of:

Witnesses:

[Signature]  
Witness Signature

John Pfeiffer  
Print Witness Name

[Signature]  
Witness Signature

Lindsay Wilkens  
Print Witness Name

COMPANY:

[Signature]  
Lockheed Martin Corporation

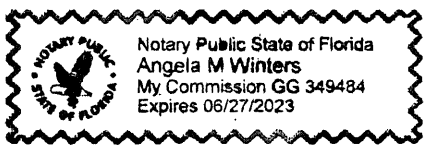
By: William G Conrad Jr  
Name, Title  
Contracts negotiation manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by the means of  physical presence or  online notarization this 17 day of March, 2020, by William Conrad, as Contracts Negotiations manager of Lockheed Martin Corporation, who is personally known to me, or produced Gov't ID, as identification and who did take an oath.

  
(NOTARY SEAL ABOVE)

Signature: [Signature]  
Notary Name: Angela M Winters  
Notary Public - State of Florida



(COUNTY SEAL BELOW)

Florida

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

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Dave Kerner, Mayor  
Palm Beach County

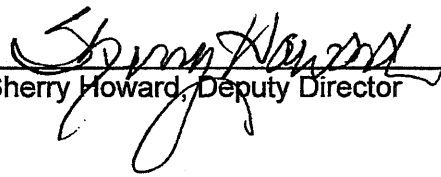
By: \_\_\_\_\_  
Deputy Clerk

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

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Economic  
Sustainability

By:   *Is/ David C. Behar*    
David Behar  
Assistant County Attorney

By:       
Sherry Howard, Deputy Director

R2014-1979

## Economic Development Incentive Grant Agreement

**THIS AGREEMENT**, dated as of this \_\_\_\_\_ day of DEC 16 2014, 2014, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and **LOCKHEED MARTIN CORPORATION**, a corporation authorized to do business in the State of Florida, whose Federal I.D. Number is 521893632 (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 and/or retention of 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 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 retain 401 existing full-time jobs at the Company's Palm Beach County facility at the address shown in Exhibit A over a four (4) year period at an average annual wage of \$84,900, excluding benefits, in order to compete for an additional U.S. Department of Defense contract ("the "DOD Contract"), which is essential to the COMPANY's continued operations in Palm Beach County; and

**WHEREAS**, the State of Florida has identified the COMPANY as a Qualified Defense Contractor and Space Flight Business pursuant to s.288.1045, Florida Statutes and has approved the COMPANY for a total tax refund of \$3,208,000 under the Qualified Defense and Space Contractor (QDSC) Program; and

**WHEREAS**, the Board of County Commissioners on May 6, 2014, conceptually approved a Job Growth Incentive (JGI) Grant to COMPANY in an amount not to exceed \$320,800, representing one half of the required local match to the State of Florida's QDSC Tax Refund Program; 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. **Retained Job:** "Retained Job" shall include a combination of Company employees, Contract Employees and Leased Employees 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 Retained Job shall also:
    - (1) Result in retaining 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 1,820 hours annualized who shall for purposes of this Agreement constitute one Retained Job. 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 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 who shall for purposes of this Agreement constitute one Retained Job. 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 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 Retained Job.

D. Contract Employees and Leased Employees: Will be included in the calculations for determining the number of retained jobs and average annual wage.

E. Average Annual Wage: Average annual wage, salaries, and other payments for Full Time Equivalent Jobs to be created under this Agreement as follows:

wages; salaries; benefits; 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. "Company Confidential Information" means for the purposes of this Grant Agreement any Lockheed information that is designated in writing as "Company Confidential Information" and is confidential and/or exempt from Sec. 119.07(1), Florida Statutes, pursuant to Sec. 288.075, Florida Statutes, including trade secrets as defined in Chapter 688, Florida Statutes, confidential proprietary information, and all other information confidential and/or exempt pursuant to Sec. 288.075, Florida Statutes. Notwithstanding the foregoing, Company Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the County in breach of this Agreement; (b) becomes available to the County on a non-confidential basis from a source other than Lockheed, which is not prohibited from disclosing such information; or (c) is known by the County prior to its receipt from Lockheed Martin

G. Indirect costs are part of Lockheed Martin's General and Administrative expenses. General and Administrative expenses include Independent Research and Development Expenditures and Bid and Proposal costs associated with the capture of the new business

**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 and Capital Investment Created by Affiliates:** Notwithstanding that COUNTY is allowing COMPANY and the wholly owned affiliates of COMPANY to create and maintain said jobs and create such Capital Investment, COMPANY agrees that this Agreement is solely between COMPANY and COUNTY.

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

1. **Retained Jobs:** The COMPANY shall retain **401 Retained Jobs** for a period of four (4) years from the Effective Date.
2. **Salaries:** The COMPANY shall pay an Average Annual Wage per annum equal to or greater than \$84,900, for all Retained Jobs retained under this Agreement.
3. **Investment:** The COMPANY shall utilize the amounts provided under this Agreement to offset Indirect Costs required to perform work necessary to compete for U.S. Department of Defense contract(s) at the address shown on Exhibit A attached hereto and made a part hereof.

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

1. **Effective Date:** This Agreement is effective on December 16, 2014.
2. **Termination Date:** This Agreement shall terminate on June 30, 2020.

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

1. **Qualified Defense and Space Contractor (QDSC) Tax Refund Program:** The COMPANY is eligible to receive from the COUNTY, in the form of a cash subsidy, an amount not to exceed \$320,800 paid according to the schedule established by the State of Florida.
2. **Job Growth Incentive Grant Distributions as Match to State Qualified Defense and Space Contractor Tax Refund (QDSC):** The COUNTY shall, upon receipt of an annual written request from the State, disburse QDSC match funds to the State according to the schedule established by the State. The maximum amount that COUNTY is obligated to disburse to the State during the term of this Agreement is Three Hundred Twenty Thousand Eight Hundred Dollars (\$320,800). Payments made to State under this section shall be paid to the COMPANY by the State pursuant to a separate agreement between the State

and the COMPANY as part of the local match required by the State to make up the total QDSC tax refund amount of \$3,208,000. 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. As a prerequisite to making the initial disbursement of Grant funds, the COUNTY shall have received the form of security, acceptable to COUNTY in its sole discretion, acting reasonably, as required herein.

3. **Submission of Job Creation and Maintenance Reports:** As a prerequisite to making all disbursements of QDSC 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 Maintenance Reports required herein.
4. **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 contemplated herein.

The security shall remain in effect until the COUNTY has received the Final Job 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 within thirty (30) days that the security can be released.

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

1. **Job Advertising:** The COMPANY shall undertake advertising of any job openings in Palm Beach County to provide sufficient notice to Palm Beach County's residents concerning the availability of COMPANY'S open positions. The advertising regarding the open 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 job opportunities:
  - A. CareerSource Palm Beach County.  
1951 N Military Trail, Suite D  
West Palm Beach, FL 33409  
Attention: Executive Director

B. CareerSource West Career Center  
1085 S Main Street  
Belle Glade, FL 33430  
Attention: Chairperson

3. **Low-income Residents:** The COMPANY shall, to the greatest extent commercially feasible, provide low-income residents opportunities for employment at the COMPANY.
4. **Resident Preference:** The COMPANY shall, to the greatest extent commercially feasible, without risk of violating any laws, develop and implement hiring policies that provide Palm Beach County residents preference in the hiring process.
5. **Veterans Preference:** The COMPANY shall, to the greatest extent feasible, without risk of violating any laws, develop and implement hiring policies that provide qualified Veterans preference in the hiring process.
6. **Local Businesses:** The COMPANY shall to the extent commercially feasible, without risk of violating any laws, 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.
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 AUDITS AND REPORTS**

1. **Annual Job Maintenance Reports:** The COMPANY shall provide the COUNTY'S Department of Economic Sustainability with an Annual Job 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 Maintenance Report shall comply with the following:
  - A. Identify each Retained Job and the duration of its maintenance period to date.

- B. Report on the annualized average wage for Retained Jobs that were maintained.
- C. Report on the number of Palm Beach County residents hired to date.
- D. The Annual Job Maintenance Report shall be submitted to the COUNTY'S Department of Economic Sustainability within thirty (30) days after the first anniversary of the grant and every year thereafter until the grant termination.

2. **Final Job Maintenance Performance Audit:** The COMPANY shall provide the COUNTY'S Department of Economic Sustainability a written Final Job 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 Retained Jobs maintained as required in Part IV of this Agreement, and to verify the average annual wage for the Retained Jobs. The CPA shall express a written "opinion" in the Audit regarding the number of Retained Jobs maintained in compliance with this Agreement and the average annual wage for these Retained Jobs.
- C. The CPA's report shall attest to examining evidence supporting the COMPANY'S schedules of Retained Jobs and the average annual wage of the Retained Jobs, and those of the wholly owned affiliates stated immediately above.
- D. The CPA's report must provide the Average Annual Wage for the category below:
  - (1) All Retained Jobs: Identify the Average Annual Wage of all Retained Jobs including all exempt and non-exempt employees and all officers and senior corporate executives that are included in the number of jobs to be maintained as required by this Agreement.
- E. The accuracy of the number, hire dates and average annual wage of all Retained 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 ninety (90) days after the expiration date of the maintenance period set forth in Part IV.1.

**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.
2. **Non-Discrimination:** The COMPANY warrants and represents that it shall adhere to the COUNTY'S Non-Discrimination Policy established pursuant to Resolution R-2014-1421, a copy of which is attached hereto and incorporated herein as Exhibit B.
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:** Within 15 calendar days following 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 unless otherwise stated in writing by the COUNTY; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions unless otherwise stated in writing by the COUNTY.
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, provided, however, that it shall not be a default hereunder for the COMPANY to locate future expansions of the COMPANY's business outside Palm Beach County.
  - C. Failure of the COMPANY to submit an acceptable form of security to the COUNTY and to maintain that form of security in effect for the period set forth in this Agreement.
  - D. Failure of the COMPANY to maintain at least 100% of the required number of Retained Jobs. If such reduction in the required number of Retained Jobs is directly related to an amendment or termination to the DOD Contract that is not solely due to COMPANY'S failure to perform pursuant to the DOD Contract, then the COUNTY'S remedy shall be as set forth in Section 13.
  - E. Failure of the COMPANY to maintain at least 100% of the required number of retained jobs while the DOD Contract remains unchanged.
  - F. Failure of the COMPANY to achieve the award of a new U.S. Department of Defense contract as contemplated under Part IV.3 of this Agreement.
  - G. Failure of the COMPANY to submit to the COUNTY the Annual Job Maintenance Report and/or the Audit as required in this Agreement.
  - H. Failure of the COMPANY to observe or perform any of the material 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 sixty (60) 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 sixty (60) 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 sixty (60) 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 thirty (30) 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 thirty (30) days.
- M. The discovery by the COUNTY that any financial statement relating to this Agreement given to the COUNTY was materially false.

**13. Remedies**

A. In the event of a Default by the COMPANY, other than for a Default under Section 12.D not solely due to COMPANY'S failure to perform pursuant to the DOD Contract the COUNTY may at any time thereafter, terminate this Agreement and recover all funding immediately upon demand from the COMPANY or any party joining in or consenting to this Agreement.

B. If, in any eligible calendar year during the Performance Period the number of retained jobs falls below the 100% described in Part IX, paragraph 12.D and E. herein and such reduction is not solely due to COMPANY's failure to perform pursuant to the DOD Contract, the COMPANY shall forfeit a prorated portion of the Incentive Amount due for such year based on the number of retained jobs. If for any reason the required number of Retained Jobs falls below 80%, the COUNTY has the right, in its sole discretion, to terminate this Agreement.

C. If COMPANY closes its facility in Palm Beach County during the Performance Period or the DOD Contract is amended or terminated strictly based upon COMPANY'S failure to perform under the DOD Contract, the COUNTY shall be entitled to terminate this Agreement and recover all funding immediately upon demand from the COMPANY or any party joining in or consenting to this Agreement.

D. 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 of Florida, 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 subject to COMPANY'S security protocol. 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:** 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 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 reasonable attorney's fees, and causes of action of every kind and character against and from the COUNTY which arise from any reasonable act or omission by COMPANY 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 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: Board of County Commissioners  
c/o Palm Beach County Attorney's Office  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Attn: Dawn Wynn, Senior Assistant County Attorney

TO COMPANY: Lockheed Martin Corporation  
Attn: General Manager  
100 East 17<sup>th</sup> Street  
Riviera Beach, FL 33404

With a copy to: Lockheed Martin Properties, Inc.  
General Counsel  
100 S. Charles Street, Suite 1400  
Baltimore, MD 21201

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. **Counterparts:** This Agreement, which includes the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.
24. **Public Records/Company Confidential Information:**
- A. The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all documents, materials, and data submitted pursuant to the Agreement are governed by the disclosure, maintenance, retention, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for Company Confidential Information, all documents, materials, and data received pursuant to this Agreement related to the Company are subject to all Public Records Law provisions. With regards to information designated in writing as Company Confidential Information:
- B. A. The County acknowledges and agrees to maintain Company Confidential Information and respond to public records requests for said information consistent with its policies and procedures for maintaining information that is

confidential and/or exempt from the Public Records Law generally.

- C. The Company acknowledges and agrees that: (i) after notice from the County that a public records request has been made for the materials designated as Company Confidential Information, the Company shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, and shall take such action as it deems necessary to protect such information immediately, but no later than 10 calendar days from the date of notification; (ii) that the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract amendments, paying invoices, or engaging in any other activity relating to the Agreement are hereby granted full rights to access, view, consider, and discuss the information designated as Company Confidential Information throughout the term of the Agreement.

**PART X  
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, and 3.
- B. PART VII: Subparts 1, 2, 3, 4, 5, 6 and 7.
- C. PART IX: Subparts 2, 3, 4, 6, 7, 15, 18, 19, 20 and 22.

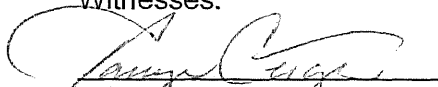
**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

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

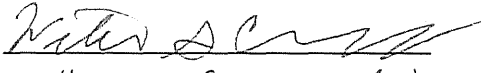
Signed, sealed and delivered  
in the presence of:

**LOCKHEED MARTIN CORPORATION,**  
a corporation authorized to  
do business in the State of Florida

Witnesses:

  
Witness Signature

TANYA GEIGER  
Print Witness Name


By:   
William G Conrad Jr  
Manager, Contracts

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2014, by William Conrad, who is personally known to me, or who produced n/a as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: 

Notary Name: Terri-ellen Wise  
Notary Public - State of Florida

(signatures continue on next page)

(COUNTY SEAL BELOW)

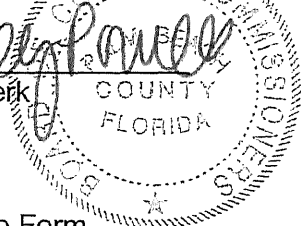
**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: Shelley Vana  
Shelley Vana, Mayor

By: [Signature]  
Deputy Clerk

The seal of the Palm Beach County Board of Commissioners is circular. It features a five-pointed star in the center. The words "PALM BEACH COUNTY" are written along the top inner edge, and "COMMISSIONERS" along the bottom inner edge. "FLORIDA" is written at the very bottom of the seal.

Document No.: R2014-1979

**DEC 16 2014**

Approved as to Form  
And Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

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

By: [Signature]  
Sherry Howard,  
Deputy Director

**EXHIBIT A**

**ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT BETWEEN  
PALM BEACH COUNTY AND LOCKHEED MARTIN CORPORATION**

**COMPANY IDENTIFICATION AND INFORMATION**

QDSC application date:

**February 3, 2014**

Company Name: **Lockheed Martin  
Corporation**

Existing Headquarters:

**6801 Rockledge Drive  
Bethesda, MD 20817**

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

**100 East 17<sup>th</sup> Street  
Riviera Beach, FL 33404**

**1400 Northpoint Pkwy  
Suite #100  
West Palm Beach, FL 33407**

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

**Engineering, Manufacturing and Business  
Operations**

Business Type: **Regional Headquarters**

State of Florida Status: **Active**

State of Florida Filing Date: **06/07/1995**

Qualification #: **F95000002746**

Federal ID Number: **521893632**

**EXHIBIT B  
NON-DISCRIMINATION POLICY**

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

(X) Company hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or

( ) Company does not have a written non-discrimination policy; however Company affirms that its non-discrimination policy is in conformance with the above.

**Lockheed Martin Corporation:**

*William G Conrad Jr*  
Signature

William G Conrad Jr  
Name (type or print)

Manager, Contracts  
Title

Corporate Headquarters  
Corporate Policy Statement CPS-003  
Revision: 13  
Effective: October 27, 2014  
Copyright 2014 Lockheed Martin Corporation  
Current policies and procedures are on the Lockheed Martin Intranet

## Nondiscrimination and Equal Employment Opportunity

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Affirmative Action  
Reporting and Investigating Discrimination Complaints  
EEO-Related Issues and Agreements  
Violations  
General Applicability Statement

---

### 1.0 Policy

Lockheed Martin will provide equal employment opportunity to employees and applicants for employment without regard to race, ethnicity, religion, color, sex, pregnancy, national origin, age, veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be performed with or without reasonable accommodation.

### 2.0 Scope

This policy extends to recruitment, selection, and other aspects of employment such as promotion, demotion, transfer, layoff, termination, compensation, education, training, and disciplinary action. Unless required by law, this policy does not extend to benefits.

### 3.0 Implementation

#### Affirmative Action

3.1 Lockheed Martin is a federal contractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("Section 4212") and Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"). Lockheed Martin is committed to taking positive steps to implement the company's Equal Employment Opportunity (EEO) policies. Lockheed Martin will take affirmative action to employ, advance in employment, and otherwise treat qualified minorities, women, protected veterans, and people



with disabilities in accordance with the company's affirmative action plans and federal regulations. Additionally, Lockheed Martin ensures equal employment without regard to race, ethnicity, religion, color, sex, pregnancy, national origin, age, veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability. In accordance with CPS-575, Providing Reasonable Accommodations in the Workplace and for Applicants, Lockheed Martin will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of the company's business.

3.2 Lockheed Martin's EEO policies also prohibit employees and applicants from being subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may engage in:

- Filing a complaint;
- Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Section 503, Section 4212, or any other federal, state, or local law requiring equal employment opportunity;
- Opposing any act or practice made unlawful by Section 503 or Section 4212 and its implementing regulations, or any other federal, state, or local law requiring equal employment opportunity; or
- Exercising any other right protected by Section 503 or Section 4212 or its implementing regulations.

3.3 The non-confidential portions of the affirmative action program shall be available for inspection, upon request, by any employee or applicant for employment by contacting the business area Equal Opportunity Programs (EOP) office during normal business hours.

#### Reporting and Investigating Discrimination Complaints

3.4 All Lockheed Martin employees have an obligation to contribute to a discrimination- and harassment-free workplace. Any employee who experiences or observes discrimination, harassment, or any other violation of this policy is expected to notify one of the resources identified in the table below. Lockheed Martin will promptly and thoroughly investigate the alleged misconduct and if a violation of this policy is found will take appropriate corrective action.

Follow the procedure below to report a discrimination complaint.

Step	Action	Responsible
1.	If you believe that you have been discriminated against in violation of this policy, promptly report the facts of the incident to your supervisor, your Human Resources department, or your local EOP office.  Note: If the complaint concerns your supervisor, report the incident directly to Human Resources or the EOP office.	Employee
2.	Ensure that the incident is investigated promptly and, depending on the results of the investigation, that the appropriate actions/disciplinary measures, up to and including termination from employment, are taken.  Note: Supervisors must not independently investigate complaints of discrimination. If a complaint is reported to a supervisor, then he or she must promptly report it to the local Human Resources department or EOP office, who will be responsible for managing the investigation.	Human Resources or EOP Office

3.5 Human Resources or the EOP office will conduct investigations of suspected violations of this policy in accordance with CRX-021, Internal Investigations. Human Resources or the EOP office will conduct disciplinary adjudications under this policy and may consult with relevant management. Management will participate in investigations if requested and in disciplinary adjudications of employees suspected of violation of this policy. Employees are expected to cooperate in such investigations. Failure to cooperate or providing false, deliberately deceptive, or intentionally misleading information may result in disciplinary action, up to and including termination from employment.

3.6 Human Resources or the EOP office will ensure that investigations are properly documented and appropriate records are maintained. Investigations and related records will be handled with the highest degree of confidentiality possible except, for example, where disclosure is required by law, regulation, or legal process, or is necessary to allow investigation of the complaint.

3.7 Retaliation against any employee for filing a complaint covered under this policy or assisting in the investigation of a complaint covered under this policy is prohibited. If you believe that you have been retaliated against for reporting a complaint or assisting in the investigation process, you should report the incident to your local Human Resources department or EOP office, who will be responsible for managing the investigation.

3.8 You may report incidents directly to the Ethics Office in accordance with CPS-001, Ethics and Business Conduct. The Ethics Office will consult, as appropriate, with the local Human Resources department or EOP office to determine responsibility for conducting the investigation.

#### Equal Employment Opportunity-Related Issues and Agreements

3.9 The organization's senior Human Resources executive or designee will immediately notify the corporate EOP office (and, when applicable, the business area Vice President Human

Resources) of the occurrence of any equal employment opportunity-related issue that may generate significant adverse publicity for Lockheed Martin.

3.10 Elements must coordinate with the corporate EOP office before entering into equal employment opportunity-related agreements and consent decrees or conciliation agreements with government enforcement agencies.

#### **4.0 Violations**

4.1 A key component of the company's commitment to equal opportunity is zero tolerance for discrimination and workplace harassment (CPS-564, Harassment-Free Workplace) based on, or because of, race, ethnicity, religion, color, sex, pregnancy, national origin, age, veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, or any other reason prohibited by law.

4.2 Our goal is to maintain a safe and secure workplace consistent with our corporate values to do what's right, respect others, and perform with excellence. Zero tolerance means that we will investigate thoroughly and objectively any report of violation of this policy by any leader, employee, or non-employee. We will take appropriate action, up to and including termination from employment, whenever such inappropriate behavior occurs.

#### **5.0 Responsibilities**

##### Human Resources and EOP Office

5.1 Communicate the provisions of this policy to employees. Such communications could include e-mail, memo, assembly, broadcast, webcast, newsletter, other publication, intranet website, or survey.

##### Management

5.2 Ensure that employees, unions representing employees, and sources used in recruiting and hiring new employees are aware of Lockheed Martin's policy prohibiting discrimination.

5.3 Foster a work environment that supports the objectives of this policy.

#### **6.0 General**

6.1 Nothing in this policy is intended to conflict with federal, state, or local law. To the extent any provision in this policy is inconsistent with any federal, state, or local legal requirement, those legal requirements will govern and supersede any conflicting terms of this policy.

6.2 No provisions of this or any other Lockheed Martin policy or procedure will be construed as an employment agreement. Employment with Lockheed Martin can be terminated at any time, with or without cause, either by the employee concerned or by Lockheed Martin.

#### **7.0 Deviations**

Any deviation from this policy requires the prior approval of the Owner listed in Lockheed Martin Command Media Central (U.S.) (Outside U.S.) or designee.

//s// Marilyn A. Hewson  
Chairman, President and Chief Executive Officer

2020 - 0386

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

BGEX 143-121119\*0503

FUND 1539 Department of Economic Sustainability

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/11/19	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>								
820-9100-9000	Transfer To General Fund 0001	0	0	122,729	0	122,729	0	122,729
143-1144-8201	Contributions-Non-Govts Agencies	122,729	122,729	0	122,729	0	0	0
<b>Total Appropriations &amp; Expenditures</b>				<b>122,729</b>	<b>122,729</b>			

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

**Signatures & Dates**

*Jonathan Brown*  
 \_\_\_\_\_  
*Jusa R*      2/13/2020  
 \_\_\_\_\_

**By Board of County Commissioners**  
**At Meeting of:**

\_\_\_\_\_  
 Deputy Clerk to the  
 Board of County Commissioners

2020 - 0387

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

BGEX 143 121119\*0504  
BGRV 143 121119\*0134

**FUND 0001 General Fund**

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/11/19	REMAINING BALANCE
<b><u>REVENUES</u></b>								
800-8001-8099	Transfer from Economic Development Fund 1539	0	0	122,729	0	122,729		
<b>Total Receipts and Balances</b>		<b>1,494,902,035</b>	<b>1,498,161,048</b>	<b>122,729</b>	<b>0</b>	<b>1,498,283,777</b>		
<b><u>EXPENDITURES</u></b>								
820-9900-9901	Contingency Reserves	20,000,000	19,870,000	122,729	0	19,992,729	0	19,992,729
<b>Total Appropriations &amp; Expenditures</b>		<b>1,494,902,035</b>	<b>1,498,161,048</b>	<b>122,729</b>	<b>0</b>	<b>1,498,283,777</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

*Jonathan Brown*  
*[Signature]* 2/13/2020

Deputy Clerk to the  
Board of County Commissioners