



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Grant Expenditures	\$1,431,470	\$1,431,470	\$1,431,470	\$1,431,470	\$1,431,470
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$1,431,470</b>	<b>\$1,431,470</b>	<b>\$1,431,470</b>	<b>\$1,431,470</b>	<b>\$1,431,470</b>

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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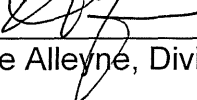
Is Item Included In Proposed Budget? Yes  X  No    
 Does this item include the use of federal funds? Yes   No  X

Budget Account No.:

Fund 1539 Dept 143 Unit 7162 Object 8201 Program Code/Period N/A

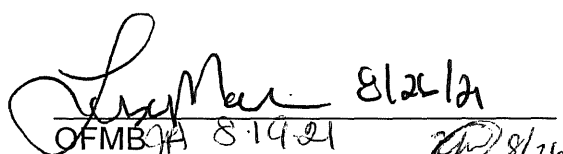

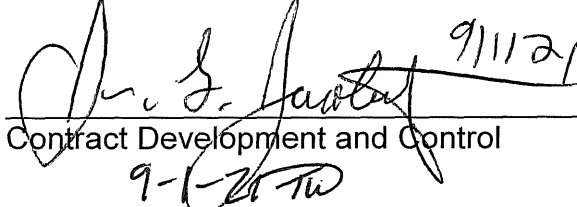
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of this agenda item will allocate \$1,431,470 annually in General Fund Ad Valorem dollars for five (5) years.

C. Departmental Fiscal Review:   
 Valerie Alleyné, Division Manager

**III. REVIEW COMMENTS**

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

 OFMB 8-19-21   
 Contract Development and Control  
 9-1-21 TW

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

**AGREEMENT BETWEEN**  
**PALM BEACH COUNTY**  
**AND**  
**BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY, INC**

**This Agreement** is made as of the \_\_\_\_ day of \_\_\_\_\_, by and between **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "**COUNTY**", and the **Business Development Board of Palm Beach County, Inc.**, a not-for-profit Florida Corporation, hereinafter referred to as the "**BOARD**", whose Federal I.D. is 59-2169828.

**WHEREAS**, the State of Florida and the COUNTY have determined that there is a need to enhance economic activities in the State by attracting high quality, high value added jobs in key clusters including, but not limited to, corporate headquarters, aviation and aerospace, clean-tech, financial and professional services, life sciences, logistics and distribution, information and technology; and manufacturing in order to provide a stronger, more balanced, and stable economy in the State; and

**WHEREAS**, the BOARD is a private, not-for-profit corporation created in 1982 by the initiative of seven Chambers of Commerce and the Economic Council of Palm Beach County, Inc. for the purpose of recruiting, retaining, and expanding businesses to and in Palm Beach County; and

**WHEREAS**, the COUNTY has determined that is in the public interest for the BOARD to assist the COUNTY through this Agreement to increase the COUNTY's corporate tax base, to expand the employment opportunities within the COUNTY and thereby reduce unemployment and associated burdens placed on local government and the private sector taxpayers; and

**WHEREAS**, Chapter 288.075, Florida Statutes defines an "Economic Development Agency," in part, as any private agency, person, partnership, corporation, or business entity authorized by the COUNTY to promote the general business interests or industrial interests of the COUNTY; and

**WHEREAS**, Chapter 288.075, Florida Statutes, provides for certain records provided to an "Economic Development Agency" to remain confidential as provided for in the statute; and

**WHEREAS**, the COUNTY desires for the BOARD to work in partnership with the COUNTY through the COUNTY's Department of Housing and Economic Development, and therefore designates the BOARD as an "Economic Development Agency" of the COUNTY and as the primary partner to Enterprise Florida on behalf of the COUNTY; and

**WHEREAS**, the COUNTY finds that it is essential to the public interest to have an appropriate account of the expenditure of public funds, especially by a non-public agency such as the BOARD; and

**WHEREAS**, the BOARD believes it is important to have continuous dialogue with the COUNTY regarding countywide economic development activities and has designated six (6) seats on the Board of Directors for Board of County Commissioners' (BCC) appointees who are private business leaders; and the BCC Mayor or any other BCC member designated by the Mayor shall serve on the Executive Committee.

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

## ARTICLE 1 – SERVICES

The BOARD's responsibility under this Agreement is to provide professional economic development services in the area of business recruitment, retention and expansion and to promote the general business and industrial interests of the COUNTY, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY's representative/liaison during the performance of this Agreement shall be Sherry L. Howard, Deputy Director, Department of Housing and Economic Development, telephone number: 561-233-3653, email: showard@pbcgov.org

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

## ARTICLE 2 – SCHEDULE

The BOARD shall commence services on October 1, 2021, the Effective Date, and complete all services for each of the five (5) years within three hundred and sixty-five (365) calendar days. This Agreement shall end on September 30, 2026, unless earlier terminated in accordance with Article 5, herein.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

## ARTICLE 3 – PAYMENTS TO BOARD

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials including, if applicable, "out of pocket" expenses shall not exceed a total contract amount of SevenOne Million OneFour Hundred Fifty-SevenThirty-One Thousand Four-Three Hundred Fifty-Seveny Dollars (\$17,157431,350470) ("Grant Funds") the total amount for each of the five (5) years subject to annual potential adjustment and appropriation. The BOARD shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The BOARD will bill the COUNTY annually on a monthly basis, in eleven (11) payments of One Hundred Nineteen Thousand Two Hundred Eighty-Nine Dollars (\$119,289.00) and one (1) Final payment of One Hundred Nineteen Thousand Two Hundred Ninety-One Dollars (\$119,291.00). Retroactive payments will be made to cover approved services rendered beginning October 1, of each current Agreement year. Invoices shall be accompanied by a monthly status report as detailed in Exhibit "A".
- B. Invoices received from the BOARD pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. **"Out-of-pocket" expenses:** "Out-of-pocket" expenses will not be reimbursed.
- D. **Final Invoice:** In order for both parties herein to close their books and records, the BOARD will clearly state "Final Invoice" on the BOARD's final/last billing to the COUNTY. This shall constitute BOARD's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the BOARD.

Within 60 days of the end of the Grant Period, the BOARD shall reimburse the COUNTY for unspent funds and/or funds deemed to have been spent on ineligible expenses.

- E. In order to do business with Palm Beach County, Agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Agency intends to use sub-consultants, Agency must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the Agency and all of its sub-consultants are registered in VSS.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of the Agreement by the BOARD shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the BOARD's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 – TERMINATION**

This Agreement may be terminated by the BOARD upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the BOARD. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the BOARD or without cause upon ten (10) business days written notice to the BOARD. Unless the BOARD is in breach of this Agreement, the BOARD shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the BOARD shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 – PERSONNEL**

The BOARD represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the BOARD or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the BOARD's key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The BOARD warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the BOARD's personnel (and all Subcontractors or agents) while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 – SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capacity of the subcontractor to perform properly under this Agreement. The BOARD is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the BOARD uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the BOARD shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

## **ARTICLE 8 – FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the BOARD. The BOARD shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the BOARD authorized to use the COUNTY's Tax Exemption Number in securing such materials. The BOARD shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

## **ARTICLE 9 – AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 – INSURANCE**

The BOARD shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by BOARD, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by BOARD under the Agreement. BOARD agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** BOARD shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Workers' Compensation Insurance & Employers Liability:** BOARD shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 of Florida Statutes. BOARD shall provide this coverage on a primary basis.
- C. **Professional Liability:** BOARD shall maintain Professional Liability or equivalent Error & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of BOARD's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, BOARD warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form,

retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, BOARD shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the BOARD of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. **Waiver of Subrogation:** BOARD hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then BOARD shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should BOARD enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the BOARD shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:
- Palm Beach County Board of County Commissioners,  
c/o Department of Housing and Economic Development  
100 Australian Avenue, 5<sup>th</sup> Floor  
West Palm Beach, Florida 33406
- F. **Right to Revised or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements.

#### **ARTICLE 11 – INDEMNIFICATION**

The BOARD shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the BOARD's performance of the terms of this Agreement or due to the acts or omissions of BOARD.



**ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The COUNTY and the BOARD each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the BOARD shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**ARTICLE 13 – REMEDIES/NO THIRD PARTY BENEFICIARIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In the event the BOARD fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in the Agreement, the COUNTY shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

Moreover, if the BOARD fails to comply with any of the provisions of this Agreement, the COUNTY may exercise any and all legal rights and remedies including, without limitation, withholding, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the AGENCY, terminating this Agreement, and/or demanding a refund of the Grant Funds, which shall be reimbursed upon demand. In the event of BOARD's failure to comply with any provisions of this Agreement, the COUNTY shall have no further funding obligation to the BOARD under this Agreement.

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 BOARD.

**ARTICLE 14 – CONFLICT OF INTEREST**

The BOARD represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, pursuant to the contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The BOARD further represents that no person having any such conflict of interest shall be employed for said performance of services.

The BOARD shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the BOARD's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the BOARD may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY,

constitute a conflict of interest if entered into by the BOARD. The COUNTY agrees to notify the BOARD of its opinion by certified mail within thirty (30) days of receipt of notification by the BOARD. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the BOARD, the COUNTY shall so state in the notification and the BOARD shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the BOARD under the terms of this Agreement.

The BOARD shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached hereto as Exhibit "B" once annually for each of the five (5) years. Forms shall be submitted to the Department of Economic Development by October 15<sup>th</sup> of each contract year.

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

#### **ARTICLE 15 – EXCUSABLE DELAYS**

The BOARD shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the BOARD or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the BOARD's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the BOARD's failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 – ARREARS**

The BOARD shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The BOARD further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The BOARD shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the BOARD and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach COUNTY Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

#### **ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The BOARD is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the BOARD's sole direction, supervision, and control. The BOARD shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the BOARD's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The BOARD does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 – CONTINGENT FEES**

The BOARD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the BOARD to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the BOARD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 20 – ACCESS AND AUDITS**

The BOARD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the BOARD's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the BOARD warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the BOARD represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the BOARD shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the BOARD retaliate against any person for reporting instances of such discrimination. The BOARD shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The BOARD understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. BOARD shall include this language in its subcontracts.

#### **ARTICLE 22 – AUTHORITY TO OPERATE**

The BOARD hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 23 – SEVERABILITY**

If any term or provision of this 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.

**ARTICLE 24 – PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the BOARD certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 25 – MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the BOARD of the COUNTY's notification of a contemplated change, the BOARD shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change will affect the BOARD's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the BOARD shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the BOARD shall not commence work on any such change until such written amendment is signed by the BOARD and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 – NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

**Sherry Howard, Deputy Director**  
Department of Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL. 33406

With copy to:

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

**David Behar, Assistant County Attorney**  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

If sent to the BOARD, notices shall be addressed to:

**Kelly Smallridge, President & CEO**  
Business Development BOARD of Palm Beach County, Inc.  
310 Evernia Street  
West Palm Beach, FL 33401

**ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the BOARD agree that this 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 in accordance with Article 25 - Modifications of Work.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based on who drafted it.

**ARTICLE 28 – CRIMINAL HISTORY RECORDS CHECK**

The BOARD, BOARD's employees, subcontractors of BOARD and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The BOARD is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the BOARD acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the BOARD(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The BOARD shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the BOARD or its subcontractor(s) terminates an employee who has been issued a badge, the BOARD must notify the COUNTY within two (2) hours. At the time of termination, the BOARD shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the BOARD if the BOARD (1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; (2) does not contact the COUNTY regarding a terminated BOARD employee or subcontractor employee within the stated time; or (3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS**

The BOARD shall comply with all laws, ordinances and regulations applicable to the services contemplated herein including those applicable to conflict of interest and collusion. BOARD is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **ARTICLE 30 – SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the BOARD certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if BOARD is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the BOARD certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by BOARD, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

## **ARTICLE 31 – PUBLIC RECORDS**

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

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

Failure of the BOARD to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. BOARD acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.

#### **ARTICLE 32 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. BOARD shall execute by manual means only, unless the COUNTY provides otherwise.

#### **ARTICLE 33 – E-VERIFY - EMPLOYMENT ELIGIBILITY**

BOARD warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of BOARD's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

BOARD shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. BOARD shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement, which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that BOARD has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that BOARD's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify BOARD to terminate its contract with the subconsultant and BOARD shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, BOARD shall be barred from being awarded a future Agreement by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, BOARD shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

#### **ARTICLE 34 – INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and any Exhibit, the terms of the Exhibit shall govern.

**ARTICLE 35 – RECOGNITION**

The BOARD shall include a reference to the financial support herein provided by the COUNTY in all publications, publicity events, and provide the COUNTY copies of all such publications. The BOARD shall also notify the COUNTY prior to any ceremonies or events relating to facilities or items funded by this agreement to allow for participation of Mayor, COUNTY Commissioners, COUNTY Administration, Department Staff or other COUNTY Official(s). Such support includes Commissioner Participation in key stakeholder events such as the annual BOARD Gala. To encourage participation in important BOARD events, as part of the consideration for this Agreement, the BOARD will provide complimentary tickets to the COUNTY for further distribution to Commissioners and one guest to attend the annual BOARD Gala, and may provide other tickets throughout the year to the COUNTY for further distribution to Commissioners and/or COUNTY staff as it deems appropriate to ensure adequate COUNTY representation at the annual BOARD Gala and other key stakeholder events. In addition, the BOARD will make good faith efforts to recognize the COUNTY's support for all activities made possible with funds made available under this Agreement.

**ARTICE 36 - WEBSITE**

On the BOARDS's website, reference to the COUNTY and recognition of the Palm Beach County Board of County Commissioner's support for the BOARD must be prominently displayed and remain static.

**ARTICLE 37 – REPORTS**

- A. In compliance with Section 125.045(4), Florida Statutes, the BOARD shall submit an annual report to the COUNTY detailing how the COUNTY funds were spent and the results of the BOARD's efforts on behalf of the COUNTY. The annual report shall cover the period from October 1 through September 30 of the reporting year and be due to the COUNTY no later than December 31<sup>st</sup> following the reporting year. Once the BOARD has submitted the report to the COUNTY, the COUNTY is required to submit the report to the Office of Economic & Demographic Research by January 15<sup>th</sup> of each year and post a copy of said report of the COUNTY'S public website.
- B. The BOARD shall provide the COUNTY with its independent audit of the immediately preceding fiscal year no later than January 31 of each year.

**ARTICLE 38 - PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE**

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

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the BOARD has set its hand the day and year above written.

(CORPORATE SEAL)

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

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

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY.

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

**BOARD OF COUNTY COMMISSIONERS**

**ATTEST: Joseph Abruzzo,  
Clerk & Comptroller**

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

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

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

By: \_\_\_\_\_  
Jonathan Brown, Director  
Dept. of Housing & Economic Development

**Approved as to Legal Sufficiency**

**Approved as to Terms and Conditions  
Dept. of Housing & Economic Development**

By: \_\_\_\_\_  
David Behar  
Assistant County Attorney

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

## EXHIBIT "A"

### TASK 1: BUSINESS RECRUITMENT SERVICES FOR CLUSTER INDUSTRIES

BOARD shall recruit new companies to Palm Beach County with a focus on the following clusters: (Aerospace/Aviation/Engineering, Agribusiness, Healthcare/Life Sciences; Clean Energy, General Manufacturing, Logistics/Distribution, Marine, Equestrian, Communications/Information Technology, Tourism/Recreation/ Entertainment and Business/Financial Services). The BOARD shall, at a minimum, provide the following services for relocation projects in the COUNTY as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non-Business Development Board member entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local municipalities, and the State of Florida
- Introductions to the Department of Housing and Economic Development (DHED) when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non- Business Development Board members
- Information on cost and availability of housing
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non- Business Development Board members
- Information on workforce procurement and training opportunities
- Provide detailed information to DHED so DHED may conduct a REMI analysis on all projects required to meet Contract deliverables
- Facilitate economic development projects designed to create businesses in Palm Beach County working with the appropriate partners including but not limited to DHED, local municipalities and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County department, coordination through DHED is required.

**Task 1: Reporting Deliverables**

BOARD shall provide a detailed monthly written report, to be accompanied by each invoice, which at a minimum shall include the following information, for each SECURED Cluster Industry Recruitment Project:

1. Project name
2. Project location
3. Project cluster industry
4. Number of employees
5. Average salary
6. Services provided by BOARD
7. Total incentives provided by applicable agencies
8. Total capital investment made by the company

For this Invoice:

Project Name	Location	Cluster Industry	#of employees	Average Salary	Services Provided	Total Incentives	Total Capital Investment

Total CI Projects Secured for this Invoice:	
Total CI Projects Secured as of Previous Invoice:	
Total CI Projects Secured to Date:	0

For this Invoice:

No.	Monthly Activities related to Business Recruitment for Cluster Industries
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

## **TASK 2: BUSINESS RECRUITMENT FOR HEADQUARTER RELOCATIONS**

BOARD shall recruit new corporate headquarter companies to Palm Beach County. The BOARD shall at a minimum provide the following services/information for businesses considering headquarter relocation to Palm Beach County as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non-Business Development Board member entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local municipalities, and the State of Florida
- Introductions to DHED when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non-Business Development Board members
- Information of cost and availability of housing
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non-Business Development Board members
- Introductions to CareerSource Palm Beach County when information on workforce procurement and training opportunities are desired
- Provide detailed information to DHED so DHED may conduct a REMI analysis on all projects required to meet Contract deliverables
- For any projects seeking incentives or assistance from the County including any County Department, coordination through DHED is required.

### **Task 2: Reporting Deliverables**

BOARD shall provide detailed monthly reporting, which shall be accompanied with each invoice, which at a minimum shall include the following information for each SECURED Corporate Headquarter Relocation Project:

1. Project name
2. Project location
3. Type of business
4. Number of employees
5. Average Salary per Employee
6. Services provided by BOARD
7. Total incentives provided by applicable agencies
8. Total capital investment made by the company

For this Invoice:

Project Name	Location	Type of Business	# of employees	Average Salary	Services Provided	Total Incentives	Total Capital Investment

Total HQ Projects Secured for this Invoice:	
Total HQ Projects Secured as of Previous Invoice:	
Total HQ Projects Secured to Date:	0

For this Invoice:

No.	Monthly Activities related to Recruitment for Headquarters Activities
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

**TASK 3: BUSINESS EXPANSION/RETENTION SERVICES FOR EXISTING PALM BEACH COUNTY COMPANIES**

BOARD shall assist existing Palm Beach County businesses with their business expansion/retention program to generate new jobs while retaining existing Palm Beach County based jobs. The BOARD shall at a minimum provide the following services/information for businesses considering expanding to Palm Beach County as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non-Business Development Board members entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local municipalities, and the State of Florida
- Information on incentives offered by the local municipalities, and the State of Florida
- Introductions to DHED when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market



- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non- Business Development Board members
- Information on cost and availability of housing
- Provide detailed information to DHED so DHED may conduct a REMI analysis on all projects required to meet Contract deliverables
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non- Business Development Board members
- Introductions to CareerSource Palm Beach County when information on workforce procurement and training opportunities is desired
- Facilitate economic development projects designed to expand and retain businesses in Palm Beach County working with the appropriate partners including but not limited to the Palm Beach County DHED local municipalities, and Enterprise Florida
- For any projects seeking incentives or assistance from the County including any County Department, coordination through DHED is required

**Task 3: Reporting Deliverables**

BOARD shall provide a detailed monthly report, which shall accompany each monthly invoice, which at a minimum shall include the following information for each SECURED business expansion/retention project:

1. Project name
2. Project location
3. Type of business
4. Number of new jobs the company commits to create
5. Number of existing jobs the company commits to retain
6. Average salary
7. Services provided by the Business Development Board
8. Total incentives provided by applicable agencies
9. Total capital investment made by the company when provided

Secured Projects for this Invoice:

Project Name	Location	Cluster Industry	# of employees	Average Salary	Services Provided	Total Incentives	Total Capital Investment

Total Expansion/Retention Projects Secured for this Invoice:	
--	--

Total Expansion/Retention Projects Secured as of Previous Invoice:	
Total Expansion/Retention Projects Secured to Date:	0

For this Invoice:

No.	Monthly Activities related to Business Retention Expansion
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

**TASK 4: OUTREACH TO SITE SELECTION CONSULTANTS**

BOARD shall conduct one (1) Palm Beach County Familiarization Tour, virtually or in-person, depending on COVID-19 guidelines for at least 8-10 national/international site consultants.

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

**Task 4: Reporting Deliverables**

1. Conduct a Palm Beach County Familiarization Tour promoting Palm Beach County as an attractive business destination
2. Provide a detailed schedule of events for County’s information prior to finalizing event.
3. Provide a detailed list of site consultants invited to participate in the event
4. Conduct a survey of each participant to establish the comprehensive impact of the event.
5. Prepare a final report summarizing the results from the survey within sixty (60) days of conclusion of the tour and deliver two (2) copies to the COUNTY
6. Provide information on additional outreach to site selection consultants conducted throughout the term of this contract

Month	Familiarization Update
October 2021	1. 2. 3.
November 2021	1. 2. 3.
December 2021	1. 2.

	3.
January 2022	1. 2. 3.
February 2022	1. 2. 3.
March 2022	1. 2. 3.
April 2022	1. 2. 3.
May 2022	1. 2. 3.
June 2022	1. 2. 3.
July 2022	1. 2. 3.
August 2022	1. 2. 3.
September 2022	1. 2. 3.

Total Tours Provided for this Invoice:	
Total Tours Provided as of Previous Invoice:	
Total Tours Provided to Date:	0

**TASK 5: EXISTING PALM BEACH COUNTY BUSINESS ASSISTANCE PROGRAM**

BOARD shall conduct a minimum of one hundred (100) meetings with existing Cluster Industry businesses through a Business Visitation Program for the purpose of understanding and addressing the challenges facing local businesses and communicating policies that support business sustainability.

Additionally, the BOARD shall visit the key industry clusters in the Glades Region for the purpose of understanding and addressing the challenges facing local businesses and communicating policies that support business sustainability

**Task 5: Reporting Deliverables**

BOARD shall provide a detailed monthly report, which shall accompany each invoice, which at a minimum shall include the following information for each business visited:

1. Business location
2. Cluster industry
3. Number of existing employees
4. Technical Assistance Provided

List of companies assisted for this Invoice:

No.	Business Location	Cluster Industry	Number of Existing Employees	Technical Assistance Provided
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10				
Total			0	

Month	# of Businesses Visited
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 2022	
May 2022	
June 2022	
July 2022	
August 2022	
September 2022	
Total YTD	0

**TASK 6: OUTREACH AND COLLABORATION**

BOARD shall initiate or participate in thirty (30) local, regional, statewide, or national forums designed to educate, inform, strategize, and/or promote the growth of business and industry in Palm Beach County. The purpose of participation is to provide a connection point for resources and local businesses, remain informed on current industry trends and needs, and represent Palm Beach County and the business community. Board shall coordinate with other state and local agencies in order to avoid duplication and promote coordinated and consistent implementation of programs.

Examples of forums include the following:

- Local advisory boards (i.e. industry associations, economic development, educational institutions business advisory councils, etc.)
- Economic forums
- Industry-specific association events (including meetings, seminars or workshops)
- Educational workshops (business financing, grants/incentives, entrepreneurship, etc.)
- Meetings or events sponsored by other business resource partners (i.e. CareerSource Palm Beach County, Business Partners Roundtable, Chambers, Enterprise Development Corporation, etc.)

**Task 6: Reporting Deliverables**

BOARD shall provide a monthly list of the events attended, including the sponsoring or coordinating entity, with a summary of the purpose and/or topic of the event.

Sponsoring Entity	Date	Summary of the Purpose/Topic of Event
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
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16.		
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23.		
24.		
25.		
26.		
27.		
28.		

29.		
30.		

**TASK 7: TECHNICAL ASSISTANCE PROVIDED TO EXISTING PBC COMPANIES**

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

**Task 7: Reporting Deliverables**

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

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

List of companies assisted for this Invoice:

No.	Business Industry	Number of Employees	Business Concerns/Needs	Referral/Connection Made
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Month	# of Businesses Provided TA
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 2022	
May 2022	
June 2022	
July 2022	
August 2022	
September 2022	
YTD Total	0

**TASK 8: AVIATION/AEROSPACE AND ENGINEERING TASK FORCE**

BOARD shall conduct three (3) meetings of the Aviation/Aerospace/Engineering Task Force. Specific work tasks shall include:

- Provide a detailed agenda to county staff prior to the meeting to seek additional input
- Finalize agenda and notify members of the Task Force of upcoming meetings
- Prepare meeting minutes and distribute to Task Force
- Organize one (1) Aviation/Aerospace/Engineering event to showcase the development of the cluster

**Task 8: Reporting Deliverables**

BOARD shall provide updates on the activities of the Task Force in the monthly report to county staff and make recommendations for new strategic directions and policy initiatives.

<b>Date Held</b>	<b>Summary of Aviation/Aerospace and Engineering Task Force Meeting</b>
1.	
2.	
3.	
4.	

<b>Date Held</b>	<b>Summary of Aviation/Aerospace and Engineering Task Force Event</b>
1.	

**TASK 9: ECONOMIC DEVELOPMENT STAKEHOLDERS ROUNDTABLE**

BOARD shall conduct four (4) meetings of the Economic Development Stakeholders Task Force. Specific work tasks shall include:

- Provide a detailed agenda to county staff prior to the meeting to seek additional input
- Finalize agenda and notify members of the Task Force of upcoming meetings
- Prepare meeting minutes and distribute to Task Force

**Task 9: Reporting Deliverables**

BOARD shall provide updates on the activities of the Task Force in the monthly report to county staff and make recommendations for new strategic directions and policy initiatives.

<b>Date Held</b>	<b>Summary of Economic Stakeholders Roundtable meeting</b>
1.	
2.	
3.	
4.	

**TASK 10: BDB ECONOMIC DEVELOPMENT WEBSITE**

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

The BOARD will ensure there is a link to DHED’s web page from their website.

**Task 10: Reporting Deliverables**

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

<b>Monthly activity:</b>	<b>Updates to www.bdb.org</b>
October 2021	1. 2. 3.
November 2021	1. 2. 3.
December 2021	1. 2. 3.
January 2022	1. 2. 3.
February 2022	1. 2. 3.
March 2022	1. 2. 3.
April 2022	1. 2. 3.
May 2022	1. 2. 3.
June 2022	1. 2. 3.
July 2022	1. 2. 3.
August 2022	1.



	2. 3.
September 2022	1. 2. 3.

**TASK 11: MARKETING OF PALM BEACH COUNTY’S REAL ESTATE ASSETS**

BOARD shall maintain and update its Shovel Ready and Megasite Palm Beach County program throughout the term of the Contract. BOARD shall hold meetings of its Shovel Ready Site Task Force to ensure that the data base contained on the website is current or to approve any sites that have applied to the program. BOARD shall ensure that a representative of the Department of Housing and Economic Development is in attendance at all Task Force meetings. BOARD shall ensure that the data base is inclusive of properties owned by non-Business Development Board members. BOARD shall hold periodic meetings of its Real Estate Task Force to receive updates on the office and industrial real estate markets in Palm Beach County and discuss competitiveness of Palm Beach County real estate development.

**Task 11: Reporting Deliverables**

BOARD shall provide updates on the Shovel Ready Sites and Megasites programs to County staff in the monthly report including the addition/deletion of properties, addresses, parcel sizes, zoning, etc.

BOARD shall provide updates on meetings of the Shovel Ready Site Task Force, Real Estate Task Force, and any activity related to marketing Palm Beach County real estate assets.

<b>Monthly activity:</b>	<b>Activities related to Shovel Ready and Megasite Program</b>
October 2021	1. 2. 3.
November 2021	1. 2. 3.
December 2021	1. 2. 3.
January 2022	1. 2. 3.
February 2022	1. 2. 3.
March 2022	1. 2. 3.
April 2022	1.

	2. 3.
May 2022	1. 2. 3.
June 2022	1. 2. 3.
July 2022	1. 2. 3.
August 2022	1. 2. 3.
September 2022	1. 2. 3.

**TASK 12: ADVERTISEMENT OF PALM BEACH COUNTY'S BUSINESS ENVIRONMENT**

BOARD shall promote Palm Beach County as a positive business destination. BOARD shall utilize \$125,000 of the amount established under this Contract to promote the County as such.

**Task 12: Reporting Deliverables**

BOARD shall, at a minimum, identify the media through which Palm Beach County will be promoted as a positive business destination and include updates on initiatives and activities to County staff in the monthly report. The intent of this task is to promote Palm Beach County and not BOARD. BOARD shall make a good faith effort to recognize COUNTY support for all activities made possible with funds under this Agreement.

BOARD shall create a series of industry cluster ads in for placement in publications in target markets.

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

<b>Monthly Activity</b>	<b>Monthly Expenditures</b>
October 2021 1. 2. 3. 4. 5.	\$
November 2021 1. 2.	

3. 4. 5.	
December 2021 1. 2. 3. 4. 5.	
January 2022 1. 2. 3. 4. 5.	
February 2022 1. 2. 3. 4. 5.	
March 2022 1. 2. 3. 4. 5.	
April 2022 1. 2. 3. 4. 5.	
May 2022 1. 2. 3. 4. 5.	
June 2022 1. 2. 3. 4. 5.	
July 2022 1. 2. 3. 4.	

5.	
August 2022	
1.	
2.	
3.	
4.	
5.	
September 2022	
1.	
2.	
3.	
4.	
5.	
Expenditures to Date	\$ 0.00

**TASK 13: CREATION OF NEW PRINTED MATERIAL**

BOARD shall create five (5) publications that market Palm Beach County. Palm Beach County’s name and/or logo shall be prominently displayed on all marketing materials

**Task 13: Reporting Deliverables**

BOARD will publish five (5) magazines and provide copies to DHED

Name of Publication	Date Printed
1.	
2.	
3.	
4.	
5.	

**TASK 14: MEDIA EXPOSURE**

BOARD shall maintain a steady stream of positive stories to promote Palm Beach County’s driving industry sectors. Proactive outreach with reporters, news outlets, national interviews and any platform that generates exposure to promote the local business-friendly climate on a local, national, and international scale.

**Task 14: Reporting Deliverables**

BOARD will report on the activity of media exposure through articles, press releases, videos, news outlets, interviews, and anything that promotes economic development for Palm Beach County.

List of Media Exposure for this Invoice:

<b>Date</b>	<b>Media Exposure</b>
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 2022	
May 2022	
June 2022	
July 2022	
August 2022	
September 2022	

**TASK 15: ENTERPRISE FLORIDA**

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

**Task 15: Reporting Deliverables**

- BOARD as the primary partner on behalf of the COUNTY shall inform DHED of leads received from Enterprise Florida
- Assist DHED with coordination for incentives when local match is required by the County with the State Department of Economic Opportunity. (DEO) For any projects seeking incentives or assistance from the County including any County department, coordination through DHED is required.

<b>MONTH</b>	<b>ACTIVITY</b>
October 2021	1. 2. 3. 4. 5.
November 2021	1. 2. 3. 4. 5.
December 2021	1. 2. 3. 4. 5.
January 2022	1. 2. 3.

	4. 5.
February 2022	1. 2. 3. 4. 5.
March 2022	1. 2. 3. 4. 5.
April 2022	1. 2. 3. 4. 5.
May 2022	1. 2. 3. 4. 5.
June 2022	1. 2. 3. 4. 5.
July 2022	1. 2. 3. 4. 5.
August 2022	1. 2. 3. 4. 5.
September 2022	1. 2. 3. 4. 5.

**TASK 16: MARKETING PARTNERSHIP WITH ENTERPRISE FLORIDA**

BOARD shall participate in a marketing partnership program called "Team Florida" created by Enterprise Florida to allow for greater outreach to business decision makers and influencers (site selectors/others) in key markets through an integrated television,

print, digital and social media campaign to compete for their business locations/expansion.

**Task 16: Reporting Deliverables**

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

Month	Activity for Marketing Partnership with Enterprise Florida	Amount Spent on Partnership
October 2021		
November 2021		
December 2021		
January 2022		
February 2022		
March 2022		
April 2022		
May 2022		
June 2022		
July 2022		
August 2022		
September 2022		
Total Spent		\$ 0.00

**TASK 17: JOB CREATION**

BOARD shall create 1,600 new/retained jobs in Palm Beach County.

**Task 17: Reporting Deliverables**

BOARD shall provide a monthly report of job creation to include:

- Name of Company
- Number of jobs created/retained
- Cluster in which jobs are created
- Type of assistance provided

List of Jobs Created During this Invoice:

No.	Name of Company	# of new jobs created/existing jobs retained	Cluster	Type of Assistance Provided
1.				
2.				
3.				

4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

Total:

Month	# of Companies Assisted	# of New/Existing Jobs Reported
October 2021		
November 2021		
December 2021		
January 2022		
February 2022		
March 2022		
April 2022		
May 2022		
June 2022		
July 2022		
August 2022		
September 2022		
Total YTD	0	0

**TASK 18: PRIVATE FUNDING**

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

**Task 18: Reporting Deliverables**

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

Month	Private Funds Raised
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 2022	
May 2022	
June 2022	
July 2022	
August 2022	





**TASK 20: DOMESTIC AND INTERNATIONAL MISSIONS**

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

**Task 20: Reporting Deliverables**

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

<b>Name of Mission</b>	<b>Date Attended</b>	<b>BDB Staff In attendance</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**TASK 21: ECONOMIC DEVELOPMENT IN THE GLADES**

BOARD shall continue to provide a dedicated full-time BDB staff member to the Glades for the purpose of recruitment, retention and expansion of companies to the Glades Region of Palm Beach County. DHED shall be invited to all prospect meetings for businesses interested in expanding or relocating to the Glades region. For meetings that DHED does not attend, the BOARD shall provide a meeting summary to assist DHED in determining whether additional outreach from the County is required.

Additionally, the BOARD shall meet with the municipalities in the Glades Region to determine their industry needs and recruit to the current needs. Industries / business types desired in the Glades Region include but are not limited to the following:

- Agricultural related businesses
- Tourism related businesses
- Marina related businesses
- Medical related businesses
- Sports related businesses
- Hotels and restaurants

**Task 21: Reporting Deliverables**

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

Prospect Activity for this Invoice:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

Total:

Month	# of Activities Reported
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 2022	
May 2022	
June 2022	
July 2022	
August 2022	
September 2022	
Total YTD	0

**TASK 22: PALM BEACH COUNTY COMPETITIVE BUSINESS CLIMATE EVENTS**

BOARD shall organize four events in Palm Beach County to promote the County as a competitive business location.

**Task 22: Reporting Deliverables**

BOARD shall organize and produce one (1) Annual Entrepreneur Event.

Date Held	Summary of Annual Entrepreneur Event
1.	

For this Invoice:

Date	Activity related to organizing Annual Entrepreneur Event
Oct 2021	1. 2. 3.
Nov 2021	1. 2. 3.
Dec 2021	1. 2. 3.
Jan 2022	1. 2. 3.
Feb. 2022	1. 2. 3.
Mar 2022	1. 2. 3.
April 2022	1. 2. 3.
May 2022	1. 2. 3.
June 2022	1. 2. 3.
July 2022	1. 2. 3.
Aug 2022	1. 2. 3.
Sept 2022	1. 2. 3.

**TASK 23: LIFE SCIENCE INDUSTRY ACTION PLAN**

BOARD shall report on monthly activities related to the Life Sciences Industry Cluster. Such elements shall include three (3) meetings of the Life Science Advisory Council and project activity related to Life Sciences companies.

**Task 23: Reporting Deliverables**

BOARD shall provide updates on the Life Science.

For this Invoice:

Action	Update
1.	
2.	
3.	
4.	
5.	
6.	
7.	

Date	Summary of Life Science Advisory Council Meeting
1.	
2.	
3.	

**TASK 24: EDUCATION PARTNERSHIPS**

BOARD shall coordinate meetings of the Academic Leaders Council, private school headmasters and other educational institutions to enhance collaboration. The goal is to enhance the workforce to ensure Palm Beach County has the best talent. BOARD shall have representation from DHED in attendance at the meetings.

**Task 24: Reporting Deliverables**

BOARD shall provide overviews of meetings and initiatives facilitated by the BDB.

Date	Connections facilitated by the BDB
1.	
2.	

**EXHIBIT "B"**  
BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY, INC.  
CONFLICT OF INTEREST ANNUAL CERTIFICATION

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH         )

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_,  
hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and  
states as follows:

1. Affiant is in the position of President & CEO or a member of the Board of Directors of the  
Business Development Board of Palm Beach County, Inc. (BOARD).
  
2. Affiant address is \_\_\_\_\_
  
3. Affiant acknowledges that neither Affiant, any business associate of the Affiant, or any  
member of the Affiant's immediate family, has no interest, and shall acquire no interest,  
either direct or indirect which would conflict in any manner with the performance of the  
Scope of Services approved by the Board of County Commissioners annually for Contract  
Year \_\_\_\_\_ pursuant to the Contract and as provided for in Chapter 112, Part III Florida  
Statutes. For the purposes of this paragraph, "immediate family" means parent, spouse, child  
or sibling per F.S. 112.3148. For the purposes of this paragraph, "business associate" means  
any person or entity engaged in or carrying on a business enterprise as a partner, joint  
venture, corporate shareholder where the shares of such corporation are not listed on any  
national or regional stock exchange, or co-owner of property.
  
4. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the  
best of Affiant's knowledge believes it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
\_\_\_\_\_, Affiant  
(Print Affiant Name)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ]  
online notarization on \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ who  
is personally known to me, or who has produced as identification.

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

Notary Name: \_\_\_\_\_

(NOTARY SEAL ABOVE)

Notary Public - State of Florida