

AGREEMENT

Between

BROWARD COUNTY

and

BROWARD ALLIANCE, INC.

For

**ADMINISTRATIVE SERVICES RELATING TO IMPLEMENTATION AND
PROMOTION OF AN ECONOMIC DEVELOPMENT STRATEGY FOR
BROWARD COUNTY, FLORIDA**

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AGREEMENT

Between

BROWARD COUNTY

and

BROWARD ALLIANCE, INC.

for

ADMINISTRATIVE SERVICES RELATING TO IMPLEMENTATION
AND PROMOTION OF ECONOMIC DEVELOPMENT IN BROWARD COUNTY

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

BROWARD ALLIANCE, INC., a Florida not-for-profit corporation, its successors and assigns, hereinafter referred to as "BROWARD ALLIANCE."

WHEREAS, the COUNTY believes that Broward County's economy can best be developed through a comprehensive economic development strategy and has incorporated that strategy into the Broward County Economic Development Policy Plan ("Plan"); and

WHEREAS, the COUNTY believes that a collaborative partnership between government and the private business community is a vital element in its comprehensive economic development strategy; and

WHEREAS, to this end, on September 9, 1997, the COUNTY entered into an agreement (the "initial Agreement") with Broward Economic Development Council, Inc. (now the "BROWARD ALLIANCE, INC.") to assist COUNTY in the implementation and promotion of its comprehensive economic development strategy and Plan, and thereby carry out the purposes expressed in sections 9½-11 of the Code of Ordinances of Broward County (the "Code"); and

WHEREAS, the initial Agreement entered into on September 9, 1997, expired on September 30, 2000, and thereafter, on October 1, 2000, a new agreement was entered into between the COUNTY and the BROWARD ALLIANCE, which Agreement has a termination date of September 30, 2005 (the "renewal Agreement"); and

WHEREAS, the COUNTY and BROWARD ALLIANCE desire to continue their successful public-private relationship; and

WHEREAS, the COUNTY has partnered with BROWARD ALLIANCE and the Broward Workshop on the VisionBroward project, which project is an economic development blueprint with far reaching goals for the coordinated growth of the COUNTY; and

WHEREAS, it is understood that BROWARD ALLIANCE will align its future direction to assist in the implementation of the goals for the coordinated growth of COUNTY; and

WHEREAS, the BROWARD ALLIANCE is an experienced and capable business organization that is qualified to assist the COUNTY in the development, coordination, and implementation of various programs that will provide a more conducive and culturally diverse economic growth environment, including international trade and investment, will strengthen the industrial base, and will increase the competitiveness of locally produced goods and services in the global economy; and

WHEREAS, pursuant to section 9½-11 of the Code, the COUNTY designated the BROWARD ALLIANCE (formerly known as the Broward Economic Development Council) as an organization to perform those certain duties set forth in said section 9½-11, and designated the BROWARD ALLIANCE as a recipient of occupational license tax revenues to carry out said duties; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, COUNTY and BROWARD ALLIANCE agree as follows:

ARTICLE 1

RECITALS

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

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

- 2.1 "Agreement" means this document, Articles 1 through 33, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.



- 2.2 "Board" or "Commission" means the Board of County Commissioners of Broward County, Florida.
- 2.3 "Broward Alliance" means The Broward Alliance, Inc., a not-for-profit Florida corporation, its successors, and assigns.
- 2.4 "Contract Administrator" means the Director of the Broward County Office of Economic Development, or designee of such Director or the County Administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with BROWARD ALLIANCE and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services, or affect matters of County policy, and provided further that changes by the Contract Administrator which are expressly authorized by the Procurement Code (Chapter 21 of the Broward County Administrative Code) may be relied upon by the parties.
- 2.5 "County" means Broward County, a body corporate and politic and a political subdivision of the state of Florida.
- 2.6 "County Attorney" means the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter, or the designee of the County Attorney.
- 2.7 "Project" means the Project consisting of the services described in Article 3 and this Agreement.
- 2.8 "Office of Economic Development" means the County agency responsible for economic development policy coordination, administration, and program implementation.
- 2.9 "Vision Broward" means a community economic development partnership.

ARTICLE 3

SCOPE OF SERVICES

BROWARD ALLIANCE shall provide economic development assistance throughout the County. BROWARD ALLIANCE shall be responsible for implementing a marketing strategy that will promote the creation of jobs and attract new businesses and industry to Broward County, while assisting existing firms with their expansion and retention needs. BROWARD ALLIANCE will seek to expand foreign direct investment in Broward County by promoting local products and services to international markets. BROWARD ALLIANCE will identify available private sector resources and incentives

that can be used to maximize economic growth. In rendering these services, BROWARD ALLIANCE shall:

- 3.1 Undertake, alone or in cooperation with other businesses, industrial, municipal, and interested organizations, to design, encourage and assist in the creation, location, expansion, and retention of such compatible industries in Broward County, Florida, as identified in the BROWARD ALLIANCE annual business plan.
- 3.2 Assess business community needs and concerns involved in attracting, retaining, and expanding businesses and recommending governmental and legislative changes and/or programs and activities that will assist in meeting or expediting the resolution of these needs and concerns.
- 3.3 Establish and maintain close cooperation and coordination with state and regional economic development agencies.
- 3.4 Promote the County as a location for new and expanding businesses to include facilities and investments in the local community by:
 - 3.4.1 Developing targeted market strategies focused on attracting national, or domestic, business operations to Broward County relevant to statewide and/or County targeted market studies, or other related research that addresses economic growth opportunity for Broward County and the region.
 - 3.4.2 Developing targeted market strategies to increase foreign direct investment to Broward County relevant to statewide and/or County targeted market studies, or other related research that addresses economic growth opportunity for Broward County and the region; and providing direct assistance to businesses to support their international business activities as outlined in the Broward County International Trade Strategy adopted Resolution 2002-1043 by the Board of County Commissioners on November 12, 2002.
 - 3.4.3 Developing and implementing, in conjunction with the Office of Economic Development, strategies aimed at maximizing the survival, retention and expansion of existing businesses.
 - 3.4.4 Providing continuous research on the advantages, facilities, resources, products, attractions, attributes, and conditions in the County that will reasonably provide a basis for supporting business creation, relocation, local business retention, and expansion in the County.
 - 3.4.5 Serving as the business community's liaison to the education and workforce development community in order to ensure strong K-12 post-

secondary programs, and training programs that foster career development and job readiness for Broward County's future workforce.

- 3.4.6 Identifying, coordinating and implementing strategies aimed at expanding mainstream business opportunities for small, women-owned and minority-owned businesses to foster the existence of a diverse sector in the County.
- 3.4.7 Developing and implementing programs and strategies aimed at increasing local private sector business' participation in economic development activities within the County.
- 3.4.8 Assuring that resources are available to achieve the overall mission, providing quality control in client management, and providing oversight on all advertising and collateral materials utilized by the Broward Alliance to ensure consistency in promoting the County's image and message.
- 3.4.9 Developing and implementing strategies aimed at attracting and developing motion picture and television production in the County.

ARTICLE 4

BUSINESS PLAN AND PERFORMANCE REPORTING

- 4.1 The Parties agree that BROWARD ALLIANCE's annual business plan shall contain its proposed economic development services and activities to include goals, objectives, strategies, and outcomes and performance measures for each function. The annual business plan shall reflect, generally, the goals of VisionBROWARD. The annual business plan shall also be consistent with the County's Economic Development Policy Plan.
- 4.2 BROWARD ALLIANCE agrees to submit its annual business plan and budget to the Board of County Commissioners for approval by September 30th of each year. BROWARD ALLIANCE agrees to provide four quarters of performance accomplishments against the previous year's business plan performance.
- 4.3 BROWARD ALLIANCE agrees to submit to the Contract Administrator, for Board of County Commissioners approval, any modifications or changes to the annual business plan.
- 4.4 BROWARD ALLIANCE will submit to the Contract Administrator following the end of each quarter a report describing and evaluating its progress in meeting the result-oriented performance measures that were approved as a part of the annual business plan. Within sixty (60) days after the close of the calendar year, BROWARD ALLIANCE agrees to submit to the COUNTY its performance accomplishments. Reference Exhibit "A" attached hereto.

- 4.5 BROWARD ALLIANCE agrees to submit to the Contract Administrator the annual business plan and quarterly reports. The annual business plan shall be due by April 1 each year, and completed by May 31 pending BROWARD ALLIANCE Board approval (which will be presented for approval at the next BROWARD ALLIANCE Board Meeting). Quarterly reports shall be due 30 days after the end of each quarter of the year. Reference Exhibit "A" attached hereto.
- 4.6 BROWARD ALLIANCE shall endeavor to provide semi-annual briefings to the Board of County Commissioners on performance accomplishments against the current year's business plan.
- 4.7 BROWARD ALLIANCE agrees that the Broward County Office of Economic Development will coordinate the COUNTY's Job Growth/Economic Development Incentive Program including handling applications for incentives; advising business development prospects on incentive recommendations; coordinating proposed incentive packages with participating municipalities and coordinating the incentive participation of state agencies, if applicable.
- 4.8 BROWARD ALLIANCE will perform countywide economic impact analysis for all development projects presented by the BROWARD ALLIANCE for incentives.

ARTICLE 5

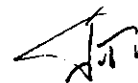
TERM OF THE AGREEMENT

- 5.1 The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2005, and terminating on September 30, 2010. However, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes, as amended from time to time.
- 5.2 This Agreement may be renewed by mutual consent of the parties. Either party may provide notice to the other of its intent to seek renewal of this Agreement, except such notice shall be provided not less than One Hundred and Eighty (180) days prior to the expiration period in Section 5.1 of the Agreement.

ARTICLE 6

TERMS OF PAYMENT

- 6.1 In consideration of the BROWARD ALLIANCE performing the services outlined in Article 3, BROWARD ALLIANCE shall receive an amount from the additional occupational license tax revenue levied pursuant to subsection 205.033(6),



Florida Statutes, as amended from time to time, in the sum of One Million Two Hundred Thousand Dollars (\$1,200,000), for the base year (fiscal year 2006). Thereafter, on an annual basis, such amount shall be increased by three (3%) percent each year, after the base year of this Agreement. The payment schedule shall be as follows:

FY 2006	\$1,200,000
FY 2007	\$1,236,000
FY 2008	\$1,273,080
FY 2009	\$1,311,272
FY 2010	\$1,350,610

Over five years the total amount under this Agreement is Six Million Three Hundred Seventy Thousand Nine Hundred Sixty-two and no/100 Dollars (\$6,370,962). Should the amount of occupational license tax revenue actually collected during a fiscal year be less than the total amount under this Agreement, the County will pay the difference from other sources within the current fiscal year. The COUNTY shall make payments to BROWARD ALLIANCE not less than once a month, if funds have been received by the COUNTY in the preceding month. BROWARD ALLIANCE shall expend the Economic Development Funds solely in rendering the services outlined in Article 3, above, and in performing the duties imposed upon it by the terms of this Agreement.

- 6.2 The BROWARD ALLIANCE may request discretionary funding from COUNTY through the Office of Economic Development to pay for special economic development activities including feasibility studies, special marketing projects, special marketing or trade missions, and such other special economic development activities which the Contract Administrator recommends as being in the best interests of the COUNTY. All discretionary funding requests made pursuant to this section shall be presented to the Board for approval in accordance with the COUNTY's budget-related processes. However, funds approved for special economic development activities may be authorized from sources other than occupational license tax revenues.
- 6.3 Special economic development activities are defined as programs, services, or activities that are identified beyond the scope of core business functions required by this Agreement. The Broward Alliance shall provide a budget justification with any request for discretionary funding. The Contract Administrator may decline recommendation of discretionary funding requests made by the Broward Alliance.



ARTICLE 7

ADMINISTRATION OF AGREEMENT

The Parties agree to be guided by the following terms and conditions in connection with the administration of this Agreement.

- 7.1 The Economic Development Policy Plan. The Parties agree that the Board of County Commissioners, by and through the Office of Economic Development, shall promulgate a Broward County Economic Development Policy Plan ("Plan"). The Plan shall provide the general framework for economic development in Broward County. The Parties agree that pursuant to the Plan, the COUNTY is primarily responsible for economic development policy planning. BROWARD ALLIANCE agrees that its delivery of services, i.e., marketing, recruitment, and retention activities, shall be in accordance with, and will not conflict with, the Plan. BROWARD ALLIANCE is encouraged to review, comment, and make recommendations for inclusion in the Plan.
- 7.2 COUNTY Liaison. The Board of County Commissioners shall appoint one of its members as a liaison to the BROWARD ALLIANCE Board of Directors and Executive Committee, annually.
- 7.3 Contract Administrator. Subject to the provisions of Section 2.4, the Director of Office of Economic Development shall be the Contract Administrator for this Agreement. BROWARD ALLIANCE agrees to closely coordinate its program activities with the Director.
- 7.4 Business Incentives. The Parties agree that the use of incentives as business inducements is a valuable economic development tool. The COUNTY agrees to provide business incentives, subject to the approval of the Broward County Board of County Commissioners, and BROWARD ALLIANCE agrees to promote these incentives in its marketing activities. Additionally, BROWARD ALLIANCE will advise the COUNTY where incentives would be appropriate to retain or expand existing Broward County businesses. The Broward Alliance shall not propose or offer incentives directly to any company on behalf of the County. The County, consistent with its policies, and where appropriate, offers business incentives. However, if a decision is made to offer incentives, the BROWARD ALLIANCE shall provide to County a statement of the proposed recipient company's current financial viability potential as determined through prudent diligence. In the event the BROWARD ALLIANCE receives any false or fraudulent data from any proposed recipient company and bases its statement to County on that date, the BROWARD ALLIANCE shall be held harmless from any and all claims caused by said data.
- 7.5 Business Assistance Programs. The Parties agree that small, women-owned, and minority-owned businesses are in need of specialized business assistance. The BROWARD ALLIANCE agrees to identify programs and services needed to

support small, women-owned, and minority-owned business retention and development in Broward County. The Parties mutually agree to provide funding for and to assist in identifying programs that will provide specialized business assistance, i.e., BROWARD ALLIANCE membership scholarship program.

- 7.6 Capital Access. The Office of Economic Development will review the requirements and feasibility of issuing industrial development revenue bonds, in accordance with Part II of Chapter 159, Florida Statutes, as amended from time to time, Section 9½ - 11 of the Code, and Section 18.62 of the Broward County Administrative Code, which are incorporated herein by reference. The Office of Economic Development will make recommendations concerning the issuance of industrial development revenue bonds to the Board of County Commissioners. The BROWARD ALLIANCE agrees to coordinate scheduling of a Bond Review Committee comprised of BROWARD ALLIANCE members. The OFFICE OF ECONOMIC DEVELOPMENT will provide staff support for the Bond Review Committee including agenda preparation, provision of all materials related to industrial revenue bond applications. The Office of Economic Development will comply with the provisions of Chapters 119 and 286, Florida Statutes, as amended from time to time, to the extent that these provisions apply, in formulating its recommendations.
- 7.7 Committee Participation. The Parties agree that greater participation of the business community in the economic development of Broward County is critical. BROWARD ALLIANCE agrees to seek increased private sector participation by members of the business community in its various committee activities. BROWARD ALLIANCE shall use its best efforts to recruit businesses which shall be holders of a current COUNTY Occupational License to voluntarily serve on its various advisory committees and shall include, within its recruiting effort, a representative number of small, women-owned, and minority-owned businesses. BROWARD ALLIANCE agrees to use its best efforts to ensure that the membership scholarships are awarded so as to reflect the cultural, ethnic, and racial diversity of Broward County. Membership scholarship recipients shall, upon appointment and for three (3) years thereafter, enjoy all of the rights and privileges of general membership without payment of membership dues or fees. The three (3) year scholarship is on a declining basis, i.e., year one equals one hundred percent (100%); year two equals sixty percent (60%); and year three equals thirty percent (30%). However, these recipients shall not serve on the Board of Directors nor chair a committee during the three (3) year period. BROWARD ALLIANCE shall maintain a plan for recruiting women-owned and minority-owned business membership.
- 7.8 The BROWARD ALLIANCE current year's business plan is incorporated into and made a part of this Agreement by reference.
- 7.9 Private Sector Funding Goal. The Parties agree that BROWARD ALLIANCE shall utilize clear and strategic efforts to increase its private sector funding to an



amount equal to forty cents for every one dollar of funding provided by the COUNTY. As used in this paragraph, "private sector funding" means revenues received from nongovernmental sources, including revenues from donations, fees, and charges.

7.10 BROWARD ALLIANCE Annual Budget. The Parties agree the BROWARD ALLIANCE annual budget shall be developed in coordination with the BROWARD ALLIANCE business plan. BROWARD ALLIANCE agrees to submit the annual budget, describing both private and public funding, to the COUNTY for approval by September 30th of each fiscal year.

7.10.1 BROWARD ALLIANCE agrees to submit to the COUNTY, for filing, budget changes between departments in excess of One Hundred Thousand Dollars (\$100,000).

7.10.2 Within sixty (60) days after the close of the BROWARD ALLIANCE fiscal year, BROWARD ALLIANCE agrees to submit to the COUNTY an audited financial evaluation report. Reference Exhibit "A" attached hereto.

7.11 Research Activities. The Parties agree that continuous research is a vital element in the delivery of economic development services. The Parties acknowledge that each has unique research capabilities and that duplication of research effort should be avoided. The Parties mutually agree to plan, coordinate, and share economic research.

7.12 The Parties agree that the Creative Industries and Film Commission shall be the responsibility of the BROWARD ALLIANCE for the purpose of supporting the growth and development of the Creative Industries as defined by the VisionBROWARD report.

ARTICLE 8

BROWARD ALLIANCE BOARD OF DIRECTORS

BROWARD ALLIANCE shall structure its Board of Directors in accordance with the provisions of its By-laws. BROWARD ALLIANCE shall accept one (1) individual appointment to its Board of Directors by each of the following bodies: the Board of County Commissioners; the Office of Economic Development Director; and the School Board of Broward County, Florida. Other members of the Board of Directors shall be appointed in accordance with adopted By-laws of the BROWARD ALLIANCE. The membership of the Board of Directors shall, to the broadest extent practicable, reflect the wide range of business and economic development organizations within Broward County, along with the cultural, ethnic, and racial diversity of Broward County. The BROWARD ALLIANCE shall make strong efforts to include representation of municipalities on its Board of Directors.

ARTICLE 9

INDEMNIFICATION

BROWARD ALLIANCE shall at all times hereafter indemnify, hold harmless, and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of BROWARD ALLIANCE, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due BROWARD ALLIANCE under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 10

INSURANCE

- 10.1 In order to insure the indemnification obligation contained above, BROWARD ALLIANCE shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 10.3, 10.4, 10.5, and 10.6 in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 10.2 Such policy or policies shall be without any deductible amount, unless otherwise noted in the within Agreement, and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. BROWARD ALLIANCE shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under the Comprehensive or Commercial General Liability Policy only.
- 10.3 Comprehensive or Commercial General Liability Insurance. A Comprehensive General Liability Insurance Policy shall be provided which shall contain minimum limits of Three Hundred Thousand Dollars (\$300,000) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the

Comprehensive or Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- 10.4 **Business Automobile Liability.** Business Automobile Liability with minimum limits of Two Hundred Thousand Dollars (\$200,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and NonOwned Vehicles.

Employers' NonOwnership.

- 10.5 **Workers' Compensation Insurance.** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 10.6 **Professional Liability Insurance:** BROWARD ALLIANCE shall maintain for the term of this Agreement, professional liability insurance, including coverage for errors and omissions and employment practices liability, in the minimum amount of One Million Dollars (\$1,000,000) per claim with a maximum deductible of Twenty-five Thousand Dollars (\$25,000). BROWARD ALLIANCE shall notify



COUNTY in writing within thirty (30) days of any claims filed or made against the professional liability insurance policy.

- 10.7 BROWARD ALLIANCE shall furnish on or before January 31 of each year, to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. Reference Exhibit "A" attached hereto.
- 10.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of BROWARD ALLIANCE is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 11

TERMINATION

- 11.1 Upon the occurrence of a default by BROWARD ALLIANCE, the COUNTY shall be entitled to terminate this Agreement. As used herein, "default" means:
- 11.1.1 The failure of BROWARD ALLIANCE to perform substantially its obligations under the terms of this Agreement, including, but not limited to, results (outcome) oriented performance measures for each function; or
- 11.1.2 The engagement in any illegal activity or criminal conduct, in a materially adverse manner, by any agent or employee of BROWARD ALLIANCE in the conduct of its affairs under the Agreement; or
- 11.1.3 The failure of BROWARD ALLIANCE to utilize its clear and strategic efforts to increase private sector funding as required by Section 7.9 of Article 7 to this Agreement.
- 11.2 To terminate this Agreement, the COUNTY shall deliver to BROWARD ALLIANCE a written notice specifying the default in detail. If BROWARD ALLIANCE fails to commence or take corrective action to the reasonable satisfaction of the COUNTY, then the Agreement shall terminate effective on the forty-fifth (45th) day following BROWARD ALLIANCE's receipt of the notice of default.
- 11.3 The performance of services under this Agreement may be terminated in writing by the Contract Administrator for convenience upon not less than ninety (90) calendar days prior written notice to the BROWARD ALLIANCE, to be delivered by certified mail, return receipt requested of intent to terminate and the date on

which such termination becomes effective. In such event, the BROWARD ALLIANCE shall be paid for all services performed and expenses incurred prior to termination.

11.3.1 Upon receipt of the written notice of the COUNTY's election to terminate, the BROWARD ALLIANCE shall promptly refrain from performing further services or incurring additional expenses under the terms of this Agreement, discontinue all affected work unless the notice of termination directs otherwise, and deliver or otherwise make available to the Contract Administrator all data, specifications, reports, and such other information as may have been required by the Contract Documents, whether completed or in process.

11.3.2 The performance of services and/or obligations under this Agreement may also be terminated in writing by the BROWARD ALLIANCE for convenience upon not less than ninety (90) calendar days prior written notice to the COUNTY, to be delivered by certified mail, return receipt requested of intent to terminate and the date on which such termination becomes effective.

11.3.3 Upon receipt of the written notice of the BROWARD ALLIANCE's election to terminate, the COUNTY shall promptly refrain from expending any funds allocated for the BROWARD ALLIANCE under this Agreement.

11.4 In the event of termination by either Party, BROWARD ALLIANCE shall be entitled to be paid for all services rendered up until, but not after, the effective date of any termination made in accordance with the terms of this Agreement. If the effective date of such termination does not fall on the last day of the month, the payment to BROWARD ALLIANCE for its services shall be prorated through the effective date of termination.

11.5 Should this Agreement be terminated for any reason, all unexpended funds previously allocated for BROWARD ALLIANCE shall be distributed by the Board of County Commissioners to such other organization(s) most nearly meeting the objectives and purposes of BROWARD ALLIANCE, as said Board of County Commissioners shall, in its sole discretion, designate, pursuant to Section 9½-11 of the Code.

11.6 In the event that either Section 205.033(6), Florida Statutes, as amended from time to time, or Ordinance No. 88-35, as amended by Section 3 of Ordinance No. 91-33, is repealed and other funds for economic development shall not be identified by the COUNTY, then this Agreement shall be terminated upon no greater than twenty-four (24) hours notice by the Contract Administrator. Notwithstanding the provisions of Article 21, written notice given pursuant to this section shall be adequate and sufficient notice when provided by facsimile

transmission, first-class mail, or hand-delivery, unless otherwise indicated in this Agreement.

ARTICLE 12

TRAVEL EXPENSES

BROWARD ALLIANCE shall pay all transportation expenses, travel expenses, and living expenses in connection with travel, incurred in performing the services to be provided under this Agreement. All such expenses, if payment therefore is from the additional occupational license tax funds delivered to BROWARD ALLIANCE by the COUNTY, shall be paid in accordance with Section 112.061, Florida Statutes, as amended from time to time, consistent with County Policy.

ARTICLE 13

OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created for the COUNTY in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by BROWARD ALLIANCE for the COUNTY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by BROWARD ALLIANCE to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to BROWARD ALLIANCE shall be withheld until all documents are received as provided herein.

ARTICLE 14

AUDIT RIGHT AND RETENTION OF RECORDS

- 14.1 COUNTY, by and through their authorized representatives, shall have the right to inspect, examine, and audit the books, records, and accounts of BROWARD ALLIANCE that are related to this Agreement. Any such examination shall be conducted during normal business hours and in a manner so as not to unreasonably interfere with BROWARD ALLIANCE's business.
- 14.2 BROWARD ALLIANCE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer,

the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to BROWARD ALLIANCE's records, BROWARD ALLIANCE shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by BROWARD ALLIANCE. Any materially incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. Reference Exhibit "B" attached hereto.

ARTICLE 15

ACCOUNTS

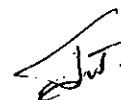
Consistent with the provisions of Article 13:

- 15.1 BROWARD ALLIANCE shall keep and maintain, in accordance with generally accepted accounting principles, accurate books, records, and accounts of all funds received and expended, including, but not limited to, the funds paid pursuant to this Agreement.
- 15.2 BROWARD ALLIANCE shall provide to COUNTY annual financial statements, all audited by a Certified Public Accountant, consisting of a balance sheet; a statement of support, revenue, and expenses and changes in fund balances, or similar titles; and any management letters thereby generated, in a form reasonably acceptable to COUNTY.
- 15.3 Said annual financial statements shall account for all monies received from COUNTY or disbursed in support of the total program and supporting services for the period, via explicit, discrete disclosures and/or accompanying notes to the financial statements.
- 15.4 BROWARD ALLIANCE shall provide to the COUNTY any and all management letters arising from audited financial statements within ninety (90) days of the date stated on said management letters. BROWARD ALLIANCE shall provide to COUNTY the schedule of corrective action developed in response to any management letter within thirty (30) days of the receipt of said management letter by the COUNTY.
- 15.5 Said financial statements and the management letters shall be submitted to the COUNTY within sixty (60) days after the close of each of BROWARD ALLIANCE's fiscal years in which BROWARD ALLIANCE accounts for funds under this Agreement. Reference Exhibit "B" attached hereto.

ARTICLE 16

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

- 16.1 BROWARD ALLIANCE shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 16.2 BROWARD ALLIANCE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 16.3 BROWARD ALLIANCE shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, BROWARD ALLIANCE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 16.4 BROWARD ALLIANCE shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 16.5 BROWARD ALLIANCE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code,



Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

ARTICLE 17

PUBLIC ENTITY CRIME ACT

- 17.1 BROWARD ALLIANCE represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes, as amended from time to time), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.
- 17.2 In addition to the foregoing, BROWARD ALLIANCE further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as amended from time to time, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether BROWARD ALLIANCE has been placed on the convicted vendor list.

ARTICLE 18

DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by BROWARD ALLIANCE shall serve as BROWARD ALLIANCE's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

ARTICLE 19

INDEPENDENT CONTRACTOR

BROWARD ALLIANCE is an independent contractor under this Agreement. Services provided by BROWARD ALLIANCE pursuant to this Agreement shall be subject to the supervision of BROWARD ALLIANCE. In providing such services, neither BROWARD ALLIANCE nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

ARTICLE 20

THIRD PARTY BENEFICIARIES

Neither BROWARD ALLIANCE nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

ARTICLE 21

NOTICES

Unless otherwise provided in this Agreement, whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Mayor
Board of County Commissioners
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

ARTICLE 23

CONFLICTS

- 23.1 Neither BROWARD ALLIANCE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with BROWARD ALLIANCE's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 23.2 BROWARD ALLIANCE agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, BROWARD ALLIANCE agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude BROWARD ALLIANCE or any other persons from representing themselves in any action or in any administrative or legal proceeding.
- 23.3 In the event BROWARD ALLIANCE is permitted to utilize subcontractors to perform any services required by this Agreement, BROWARD ALLIANCE agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

ARTICLE 24

CONTINGENCY FEE

BROWARD ALLIANCE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for BROWARD ALLIANCE, 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 BROWARD ALLIANCE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 25

MATERIALITY AND WAIVER OF BREACH

- 25.1 COUNTY and BROWARD ALLIANCE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 25.2 COUNTY's or BROWARD ALLIANCE's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 26

COMPLIANCE WITH LAWS

BROWARD ALLIANCE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 27

SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or BROWARD ALLIANCE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

ARTICLE 28

JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.



ARTICLE 29

PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 33 of this Agreement shall prevail and be given effect.

ARTICLE 30

APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

ARTICLE 31

AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and BROWARD ALLIANCE.

ARTICLE 32

PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 31.



ARTICLE 33

MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have made and executed this Agreement Between Broward County and Broward Alliance, Inc., on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and BROWARD ALLIANCE, INC., signing by and through its President/CEO, duly authorized to execute same.

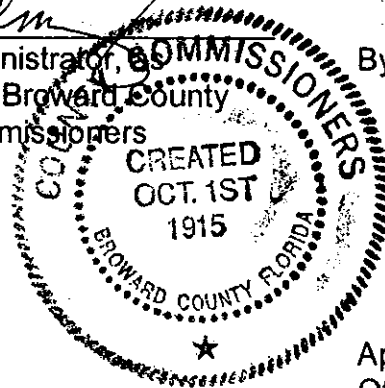
COUNTY

ATTEST:

[Signature]
Broward County Administrator,
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By *[Signature]*
Mayor



Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

Insurance requirements
approved by Broward County
Risk Management Division

By *[Signature]* 9/18/05

By *[Signature]*
Carl L. Kitchner
Assistant County Attorney

[Handwritten initials]

AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD ALLIANCE, INC.
FOR ADMINISTRATIVE SERVICES RELATING TO IMPLEMENTATION AND
PROMOTION OF AN ECONOMIC DEVELOPMENT STRATEGY FOR BROWARD
COUNTY, FLORIDA

BROWARD ALLIANCE

WITNESSES:

Hope L. Vaca
Print Name:

Hope L. Vaca
Print Name:

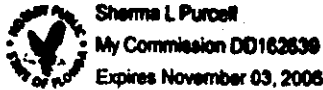
BROWARD ALLIANCE, INC.
By [Signature]
James Tarlton
President/CEO

12 day of Sept, 2005

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12 day of September, 2005 by _____, as _____, of the _____, who is personally known to me or who has produced _____ as identification.



[Signature]
Print Name: Sherma L. Purcell
Notary Public, State of Florida at Large
Commission No. DD162639

My Commission Expires:

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g:\div2\clk\clk05\browardallianceagrmt05.doc
05-112.02
9/2/05

THIRD AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

BROWARD ALLIANCE, INC.

for

**ADMINISTRATIVE SERVICES RELATING
TO IMPLEMENTATION AND PROMOTION
OF AN ECONOMIC DEVELOPMENT STRATEGY
FOR BROWARD COUNTY, FLORIDA**

THIRD AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

BROWARD ALLIANCE, INC.

for

**ADMINISTRATIVE SERVICES RELATING
TO IMPLEMENTATION AND PROMOTION
OF AN ECONOMIC DEVELOPMENT STRATEGY
FOR BROWARD COUNTY, FLORIDA**

This is a Third Amendment to Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

BROWARD ALLIANCE, INC., a Florida not-for-profit corporation, its successors and assigns, hereinafter referred to as "BROWARD ALLIANCE."

WITNESSETH:

WHEREAS, COUNTY and BROWARD ALLIANCE entered into an Agreement (the "Agreement") dated September 12, 2005, to assist COUNTY in the implementation and promotion of its comprehensive economic development strategy and Plan, and thereby carry out the purposes expressed in Sections 9½ -11 of the Code of Ordinances of Broward County; and

WHEREAS, COUNTY and BROWARD ALLIANCE entered into a First Amendment to Agreement, which Amendment is dated June 19, 2007, to amend Article 6 of the Amended Agreement relating to the Terms of Payment; and

WHEREAS, pursuant to the Agreement and First Amendment to Agreement, BROWARD ALLIANCE was to receive an amount from the additional occupational license tax revenue levied pursuant to subsection 205.033(6), Florida Statutes, as

amended, from time to time, in the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) for the base year (fiscal year 2006); and

WHEREAS, as a result of the reduction in COUNTY's budget allocation to the Broward Alliance for economic development services, BROWARD ALLIANCE and COUNTY entered into a Second Amendment to Agreement, which Amendment is dated December 11, 2007, to further amend Article 6 of the Amended Agreement relating to the Terms of Payment, by reducing the base year allocation of the Amended Agreement, commencing with fiscal year 2008, and thereafter providing for a three (3%) percent increase per annum from said new base year allocation; and

WHEREAS, as a result of the reduction in COUNTY's present budget allocation to BROWARD ALLIANCE for economic development services, COUNTY and BROWARD ALLIANCE desire to further amend Article 6 of the Amended Agreement relating to the Terms of Payment; and

WHEREAS, as a result of the reduction in COUNTY's present budget allocation, COUNTY and BROWARD ALLIANCE agree that base funding for fiscal year 2009 shall remain at the same level as the current fiscal year 2008, with no three (3%) annual increase for fiscal year 2009, and further, that any proposed increase for fiscal year 2010 shall be based on available County funding levels;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and BROWARD ALLIANCE agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. ARTICLE 6, TERMS OF PAYMENT, is hereby amended to now read as follows:

ARTICLE 6

TERMS OF PAYMENT

- 6.1 In consideration of the BROWARD ALLIANCE performing the services outlined in Article 3, BROWARD ALLIANCE shall receive an amount from the additional occupational license tax revenue levied pursuant to Subsection 205.033(6), Florida Statutes, as amended from time to time, in the sum of One Million Two Hundred Thousand Dollars (\$1,200,000), for the base year (fiscal year 2006). For Fiscal Year 2007, there shall be a three (3%) percent annual increase thereof. Commencing with the Fiscal Year 2008, the sum of One Million Three Thousand Eighty and 00/100 (\$1,003,080.00) shall be the amended baseline allocation. For Fiscal Year 2009 the baseline allocation shall remain at the same level as Fiscal Year 2008 with no annual increase thereof. Thereafter, for Fiscal Year

2010 the baseline allocation shall remain at the same level as Fiscal Years 2008 and 2009, and any proposed annual increase shall be based on available COUNTY funding levels. The payment schedule shall be as follows:

FY 2006	\$1,200,000
FY 2007	\$1,236,000
FY 2008	\$1,003,080
FY 2009	\$1,003,080
FY 2010	\$1,003,080 (based on available COUNTY funding levels)

The County shall make payments to the BROWARD ALLIANCE as follows:

- (a) Commencing April 15, 2006, and continuing through September 15, 2006, the COUNTY shall make payments to the BROWARD ALLIANCE on or before the 15th of each month, in the amount of one-sixth (1/6) of the remaining amount due for fiscal year 2006.
- (b) Commencing October 1, 2006, and for each fiscal year thereafter under this Agreement, the COUNTY shall make payments to the BROWARD ALLIANCE based on an initial payment of ten percent (10%) of the annual amount due, which payment is to be made in the first month of each said year, and thereafter the balance to be paid in equal amounts for the remaining eleven months.

Should the amount of occupational license tax revenue actually collected during a fiscal year be less than the total amount under this Agreement, the COUNTY will pay the difference from other sources within the current fiscal year. The COUNTY shall make payments to BROWARD ALLIANCE not less than once a month, if funds have been received by the COUNTY in the preceding month. BROWARD ALLIANCE shall expend the Economic Development Funds solely in rendering the services outlined in Article 3, above, and in performing the duties imposed upon it by the terms of this Agreement.

- 6.2 The BROWARD ALLIANCE may request discretionary funding from COUNTY through the Office of Economic Development to pay for special economic development activities including feasibility studies, special marketing projects, special marketing or trade missions, and such other special economic development activities which the Contract Administrator recommends as being in the best interests of the COUNTY. All discretionary funding requests made pursuant to this section shall be presented to the Board for approval in accordance with the COUNTY's budget-related processes. However, funds approved for special economic

development activities may be authorized from sources other than occupational license tax revenues.

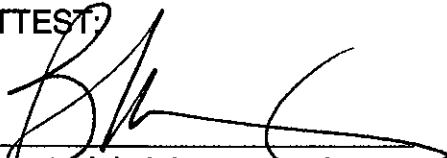
- 6.3 Special economic development activities are defined as programs, services, or activities that are identified beyond the scope of core business functions required by this Agreement. The BROWARD ALLIANCE shall provide a budget justification with any request for discretionary funding. The Contract Administrator may decline recommendation of discretionary funding requests made by the Broward Alliance.
3. The parties acknowledge that preparation of this Third Amendment to Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
 4. Except as specifically amended herein, the balance of the terms and conditions provided for in the original Agreement, and the First and Second Amendments, not in conflict herewith shall remain in force and effect.

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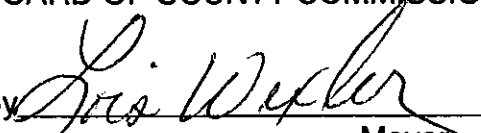
IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 16th day of September, 2008, and BROWARD ALLIANCE, signing by and through its President/CEO, duly authorized to execute same.

COUNTY

ATTEST:

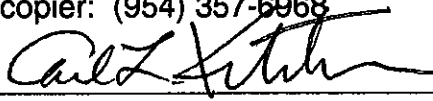

County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County, Florida

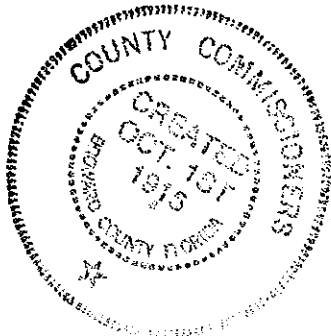
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Mayor

16th day of September, 2008.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
Carl L. Kitchner
Assistant County Attorney



THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD ALLIANCE FOR ADMINISTRATIVE SERVICES RELATING TO IMPLEMENTATION AND PROMOTION OF AN ECONOMIC DEVELOPMENT STRATEGY FOR BROWARD COUNTY, FLORIDA

BROWARD ALLIANCE

WITNESSES:

Joan K. Goodrich
Joan K. Goodrich

Print Name:

R. C. Swendell
R. C. Swendell

Print Name:

BROWARD ALLIANCE, INC.

By

James Tarlton
James Tarlton
President/CEO

5th day of Sept, 2008

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 5 day of September, 2008, by James Tarlton, as President/CEO, of the Broward Alliance, who is personally known to me or who has produced _____ as identification.



Sherma Maycock
Print Name: Sherma Maycock
Notary Public, State of Florida at Large
Commission No. DD 594145

My Commission Expires:
11-3-2010

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9/4/2008