BROWARD COUNTY FLORIDA

AGREEMENT BETWEEN BROWARD COUNTY AND THE BROWARD ALLIANCE, INC., D/B/A GREATER FORT LAUDERDALE ALLIANCE, FOR SERVICES RELATING TO IMPLEMENTATION OF STRATEGIES FOR ECONOMIC GROWTH, JOB CREATION, AND EXPANSION OF LOCAL TAX BASE THROUGH ATTRACTION OF NEW CAPITAL INVESTMENT

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and The Broward Alliance, Inc. d/b/a Greater Fort Lauderdale Alliance, a Florida not-for-profit corporation ("the Alliance") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Broward County Board of County Commissioners ("Board") recognizes that the long-term strength and resilience of Broward County's economy depend upon a dynamic and evolving economic development strategy, and that a collaborative partnership between local government and the private business community is essential to advancing sustainable economic growth and competitiveness.

B. The Alliance is an experienced and qualified Florida not-for-profit corporation with demonstrated expertise in economic development, and is uniquely positioned to assist County in the development, coordination, and implementation of programs and initiatives that foster a business climate conducive to economic growth, innovation, and competitiveness in the global economy.

C. Pursuant to Section 9½-50, et seq., of the Broward County Code of Ordinances, as amended (the "Job Growth/Economic Development Incentives Act"), County has designated the Alliance to perform certain duties and responsibilities set forth in the Job Growth/Economic Development Incentives Act in furtherance of County's economic development objectives.

D. In December 2021, County entered into an agreement with the Alliance to assist County in implementing and promoting County's economic development strategy and carrying out the purposes of the Job Growth/Economic Development Incentives Act, which agreement expires on September 30, 2026.

E. County and the Alliance now desire to reaffirm and continue their public-private partnership as a vital component of County's economic development strategy and, through this Agreement, provide for the Alliance to perform the services and responsibilities set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Capital Investment** means money that is invested in a business venture with an expectation that it will yield income through earnings generated by the business over subsequent years and that is not used for daily operations.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Office of Economic and Small Business Development ("OESBD"), the Assistant Director of OESBD, or such other person designated by the Director of OESBD in writing.

1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81.2 of the Code.

1.6. **Fiscal Year** means County's fiscal year (October 1 through the following September 30), unless specified otherwise.

1.7. **Private Sector Funding** means revenues, including revenues from donations, fees, and charges, received by the Alliance from any source other than County, a municipality, state government, or federal government.

1.8. **Purchasing Director** means County's Director of Purchasing.

1.9. **Services** means all work required of the Alliance under this Agreement, including, without limitation, all deliverables, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A.

1.10. **Small Business Enterprise** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81.2 of the Code.

1.11. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through the Alliance, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A **Scope of Services**
Exhibit B **Payment Schedule**
Exhibit C **Minimum Insurance Coverages**

ARTICLE 3. SCOPE OF SERVICES

The Alliance shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of the Alliance's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by the Alliance impractical, illogical, or unconscionable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on October 1, 2026 ("Effective Date") and continues through September 30, 2031 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any extension as described in this article are collectively referred to as the "Term."

4.2. Extension. Any extension of the Term or modification of funding under this Agreement requires approval by the Board.

4.3. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

4.4. Time of the Essence. Time is of the essence for the Alliance's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all Services provided under this Agreement, County will pay the Alliance up to a maximum amount as follows:

Categories	**Not-To-Exceed Amount**
Services	**$13,325,634**

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by the Alliance as full compensation for all such Services. The Alliance acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate the Alliance for Services. These maximum amounts, however, do not constitute a limitation of any sort upon the Alliance's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. The Alliance must submit invoices for compensation no more often than on a monthly basis. An original invoice plus one copy are due on or before 15 days after the end of the month covered by the invoice, except that the final invoice must be received no later than 60 days after expiration or earlier termination of this Agreement.

5.2.2. Each invoice submitted by the Alliance shall reflect the applicable Monthly Invoice Amount determined in accordance with Exhibit B.

5.2.3. County shall pay the Alliance within 30 days of receipt of the Alliance's proper invoice, as required under the "Broward County Prompt Payment Policy," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator. Payments shall be sent to the Alliance's address in accordance with Article 11, unless otherwise requested by the Alliance in writing and approved by the Contract Administrator in writing. Payments may be withheld for failure of the Alliance to comply with a term, condition, or requirement of this Agreement. County may set off any amounts the Alliance owes to County under this Agreement against any amounts County owes to the Alliance under this Agreement.

5.3. Supplemental Funding. The Alliance may request discretionary supplemental funding from County by written request to OESBD. All discretionary supplemental funding requires Board approval and a written amendment to this Agreement in accordance with Section 11.21.

5.4. No Reimbursable Expenses. The Alliance shall not be reimbursed for any expenses it incurs in connection with the Services or this Agreement.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) the Alliance's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. The Alliance represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Alliance, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Alliance has with any third party or violates Applicable Law. The Alliance further represents and warrants that execution of this Agreement is within the Alliance's legal powers, and each individual executing this Agreement on behalf of the Alliance is duly authorized by all necessary and appropriate action to do so on behalf of the Alliance and does so with full legal authority.

6.2. Solicitation Representations. The Alliance represents and warrants that all statements and representations made in the Alliance's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date the Alliance executes this Agreement, unless otherwise expressly disclosed in writing by the Alliance.

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

6.4. Truth-In-Negotiation Representation. The Alliance's compensation under this Agreement is based upon its representations to County, and the Alliance certifies that the wage rates, factual unit costs, and other information supplied to substantiate the Alliance's compensation, including without limitation those made by the Alliance during the negotiation of this Agreement, are accurate, complete, and current as of the date the Alliance executes this Agreement. The Alliance's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for the Alliance's compensation in this Agreement.

6.5. Public Entity Crime Act. The Alliance represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. The Alliance further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 the Alliance has been placed on the convicted vendor list.

6.6. Discriminatory Vendor; Scrutinized Company; Terrorist Organization; Countries of Concern. The Alliance represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes, and that it is not a terrorist organization or a member of a terrorist organization, as defined in Section 943.03102, Florida Statutes. The Alliance represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. The Alliance represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against the Alliance. The Alliance represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of the Alliance, threatened against or affecting the Alliance, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of the Alliance to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of the Alliance or on the ability of the Alliance to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. The Alliance represents that the Alliance and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If the Alliance violates this section, County may immediately terminate this Agreement for cause and the Alliance shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. The Alliance represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. The Alliance represents and warrants that the Services shall be performed in a skillful and professional manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. The Alliance represents and certifies that the Alliance and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, the Alliance represents and certifies that the Alliance will comply with Section 26-125(d) of the Code throughout the Term.

6.12. Entities of Foreign Concern. By execution of this Agreement, the undersigned authorized representative of the Alliance hereby attests under penalty of perjury as follows: the Alliance is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the Alliance; and the undersigned authorized representative of the Alliance declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Breach of Representations. The Alliance acknowledges that County is materially relying on the representations, warranties, and certifications of the Alliance stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to the Alliance; (c) set off from any amounts due the Alliance the full amount of any damage incurred; and (d) debarment of the Alliance.

6.14. Section 125.595 Compliance. The Alliance represents and warrants that the Services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. The Alliance is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As a condition precedent for entry into this Agreement, the Alliance certifies that the Alliance does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion. As used herein, “diversity, equity, or inclusion” has the meaning set forth in Section 125.595(1)(b), Florida Statutes. This section does not prohibit the Alliance from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

ARTICLE 7. INDEMNIFICATION

The Alliance shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Alliance, or any intentional, reckless, or negligent act or omission of the Alliance, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, the Alliance shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due the Alliance under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, the Alliance shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. The Alliance shall maintain insurance coverage against claims relating to any act or omission by the Alliance, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. The Alliance shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least 15 days prior to commencement of Services, as may be requested by County, the Alliance shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, the Alliance shall provide complete, certified copies of all required insurance policies and all required endorsements within 30 days after County's request.

8.4. The Alliance shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of the Alliance has been completed, as determined by the Contract Administrator. The Alliance or its insurer shall provide notice to County of any cancellation or modification of any required policy at least 30 days prior to the effective date of cancellation or modification, and at least ten days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with documentation evidencing the required coverages.

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by the Alliance.

8.6. If the Alliance maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits.

8.7. The Alliance shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least 15 days prior to the Effective Date or commencement of Services. The Alliance shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require the Alliance to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and the Alliance shall obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, the Alliance waives any right to subrogation that any of the Alliance's insurers may acquire against County, and shall obtain same in an endorsement of the Alliance's insurance policies.

8.9. The Alliance shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of the Alliance under this article. The Alliance shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. The Alliance shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If the Alliance or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to the Alliance. If requested by County, the Alliance shall provide, within one business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, the Alliance must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. The Alliance's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by the Alliance in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, et seq., of the Code.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective 30 days after such notice was provided and the Alliance shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least 30 days' advance written notice to the Alliance. The Alliance acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to the Alliance of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, the Alliance shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay the Alliance for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to the Alliance's failure to comply with any term(s) of this Agreement.

ARTICLE 10. NONDISCRIMINATION

The Alliance and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. The Alliance shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with the Alliance to manage and supervise the performance of this Agreement. The Alliance acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by the Alliance specifically for County in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and the Alliance hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. The Alliance represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. The Alliance must deliver the Documents and Work to the Contract Administrator within ten business days after expiration or termination of this Agreement. Any compensation due to the Alliance may be withheld until all Documents and Work are provided as set forth herein. The Alliance shall ensure that the requirements of this section are included in all of the Alliance's agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If the Alliance is acting on behalf of County as stated in Section 119.0701, Florida Statutes, the Alliance shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of the Alliance or keep and maintain public records required by County to perform the Services. If the Alliance transfers the records to County, the Alliance shall destroy any duplicate public records that are exempt or confidential and exempt. If the Alliance keeps and maintains the public records, the Alliance shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If the Alliance receives a request for public records regarding this Agreement or the Services, the Alliance must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

The Alliance must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that the Alliance contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which the Alliance asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, the Alliance must, simultaneously with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, the Alliance must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by the Alliance as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by the Alliance, or the claimed exemption is waived. Any failure by the Alliance to strictly comply with the requirements of this section shall constitute the Alliance's waiver of County's obligation to treat the records as Restricted Material. The Alliance must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF THE ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6400, OESBDADMIN@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A680, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of the Alliance and all Subcontractors that are related to this Agreement. The Alliance and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, the Alliance and all Subcontractors shall make same available to County in written form at no cost and allow County to make copies. The Alliance shall provide County with reasonable access to the Alliance's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

The Alliance and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and the Alliance expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The Alliance hereby grants County the right to conduct such audit or review at the Alliance's place of business, if deemed appropriate by County, with 72 hours' advance notice. The Alliance shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. The Alliance shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds 5% of the total contract charges audited by County, the Alliance shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of 15% of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within 30 days after presentation of County's findings to the Alliance.

The Alliance shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Financial Statements and Management Letters. The 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. The Alliance shall provide to the Contract Administrator annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for: (a) each fiscal year in which County funds are received; and (b) each subsequent fiscal year, until such time as all County funds are expended. Said annual financial statements shall account for all monies received from County via explicit, discrete disclosures and/or accompanying notes to the financial statements.

Said financial statements for this Agreement must be submitted to the Contract Administrator by July 31 after the close of the Alliance's fiscal year for each applicable year. Late submission of the financial statements or absence of discrete disclosures shall entitle County to recover any payment made under this Agreement.

The Alliance shall provide the Contract Administrator any and all management letters arising from audited financial statements within 90 days after the date of said management letter. The Alliance shall provide the Contract Administrator the schedule of correction developed in response to said management letter(s) within 30 days after its development. The Alliance shall provide to the Contract Administrator any compliance audits required by law within 90 days after the close of each of the Alliance's fiscal years in which the Alliance accounts for funds under this Agreement.

The Alliance acknowledges that submission of required documents to any other Broward County office, agency, or division does not constitute compliance with the requirement to submit that material to the Contract Administrator for this Agreement.

11.6. Independent Contractor. The Alliance is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither the Alliance nor its agents shall act as officers, employees, or agents of County. The Alliance shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.7. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

11.8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.9. Third-Party Beneficiaries. Neither the Alliance nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.10. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A

Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County Office of Economic and Small Business Development
Attn: Maribel Feliciano, Director
115 South Andrews Avenue, Room A680
Fort Lauderdale, Florida 33301
Email: OESBDADMIN@broward.org

FOR THE ALLIANCE:
The Broward Alliance, Inc.
Bob Swindell, President and CEO
110 East Broward Boulevard, Suite 1990
Fort Lauderdale, Florida 33301
Email: bswindell@gflalliance.org

11.11. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by the Alliance without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, "change of control" means: (a) a transfer of more than 50% of the ownership interests in the Alliance, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in the Alliance or in the entity that controls the Alliance's business; or (c) the sale, lease, or transfer of all or substantially all of the Alliance's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by the Alliance or its parent, or (ii) a transfer between existing owners of the Alliance that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve the Alliance of its obligations under this Agreement unless County expressly agrees otherwise in writing.

11.12. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the Alliance is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. The Alliance must ensure that any use of generative artificial intelligence tools by the Alliance or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The Alliance must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section. To the extent requested by County, the Alliance shall promptly investigate and provide a written report to County regarding any use of generative artificial intelligence by the Alliance or its Subcontractor in connection with the Services that County reasonably determines adversely impacts County, and shall use commercially reasonable efforts to promptly remediate any actual adverse impact to County and discontinue or modify such use to prevent further adverse impact.

11.13. Conflicts. Neither the Alliance nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the Alliance's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of the Alliance's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or the Alliance is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude the Alliance or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If the Alliance is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, the Alliance shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as the Alliance.

11.14. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

11.15. Compliance with Laws. The Alliance and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.2 Level AA standard or any higher standard required by Applicable Law.

11.16. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.17. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.18. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.19. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.20. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.21. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and the Alliance.

11.22. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.23. Payable Interest.

11.23.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to the Alliance for any reason, whether as prejudgment interest or for any other purpose, and the Alliance waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.23.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, 0.25% simple interest (uncompounded).

11.24. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement. If the Alliance is unable to access any linked form, the Alliance may contact the Contract Administrator to obtain a copy of the applicable form. The Alliance's inability to electronically access any linked form does not modify or excuse any contract obligation of the Alliance. County reserves the right to update linked forms if and to the extent necessary to comply with Applicable Law

11.25. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Name or Logo. The Alliance shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.27. Polystyrene Food Service Articles. The Alliance shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

11.28. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of the Alliance, the Alliance hereby attests under penalty of perjury that the Alliance does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of the Alliance declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____ day of _________________, 20__; and The Broward Alliance, Inc. d/b/a Greater Fort Lauderdale Alliance, signing by and through its duly authorized representative.

<u>COUNTY</u>

ATTEST:	Broward County, by and through its Board of County Commissioners
By: ______________________________ Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners	By: ______________________________ Mayor ____ day of ______________, 20__
	Approved as to form by Andrew J. Meyers Broward County Attorney
	By:______________________________ Sandy Steed (Date) Assistant County Attorney
	By:______________________________ René D. Harrod (Date) Chief Deputy County Attorney

SS/RDH
Broward Alliance Economic Development Agreement
07/31/2026
#1218784.11

AGREEMENT BETWEEN BROWARD COUNTY AND THE BROWARD ALLIANCE, INC., D/B/A GREATER FORT LAUDERDALE ALLIANCE, FOR SERVICES RELATING TO IMPLEMENTATION OF STRATEGIES FOR ECONOMIC GROWTH, JOB CREATION, AND EXPANSION OF LOCAL TAX BASE THROUGH ATTRACTION OF NEW CAPITAL INVESTMENT

The Alliance

The Broward Alliance, Inc.

By: Ron Drew Digitally signed by Ron Drew Date: 2026.07.31 16:03:04 -04'00'
Authorized Signer

Ron Drew, Executive VP
Print Name and Title

31st day of July, 2026

Exhibit A
Scope of Services

A. The Alliance shall provide the following Services:

1. Business Attraction and Recruitment

1.1. Promote Broward County as a location for new and expanding businesses and industries to include facilities and investments in the local community.

1.2. Assist in implementing an economic development strategy through advertising, promotion activity, and other sales and marketing techniques.

1.3. Perform the duties as set forth in the Broward County Economic Incentives Act contained in Article III, Section 9½-50, et seq., of the Broward County Code of Ordinances, as amended.

1.4. Coordinate the economic development incentive process with the County and municipal partners. The Alliance will also analyze the overall competitive economic environment, including the incentive programs available in other competing locations.

1.5. Manage and coordinate client(s) through the economic development incentive process and perform a financial review of the clients managed by the Alliance. All County incentive items under the incentive process shall be approved by the Board.

1.6. Recruit new business from outside the State of Florida for both domestic and international companies and focus on mutually agreed upon targeted industries, business sectors, and related incentive programs, including target industry trade associations, South Florida TechGateway ("TechGateway"), and other organizations and programs that may be developed.

1.7. Focus on attracting corporate headquarters, regional headquarters, designated target industry operations, regional warehousing, and distribution facilities to the County through advertising campaigns and expanded and broad social media outreach.

1.8. Act as the single point of client contact for economic development.

1.9. Expand foreign direct investment in Broward County by promoting Broward County as an ideal business destination to international markets. Participate in international missions in which the Alliance promotes foreign direct investment. Participate in County sponsored international conferences and events. Provide marketing materials to promote Broward County to international delegations and stakeholders.

1.10. Develop relationships with South Florida consulate officials to encourage foreign investment referrals and to develop relationships with foreign companies.

2. Business Retention, Expansion and Client Services

2.1. Identify available private sector resources and workforce training incentives that can be used by Broward County companies to maximize economic growth potential.

2.2. Hire a dedicated Business Retention and Expansion Manager to work full time on local business retention and expansion efforts through the local business retention program currently called BRAVO (Business Retention and Visitation Outreach), assisting existing local companies with their expansion and retention needs. Identify companies that are at risk of leaving Broward County and develop strategies to enhance business retention and outline same in the Alliance's annual business plan.

2.3. Provide economic development services throughout Broward County.

2.4. Provide exceptional customer service through business-oriented staff training, develop strong private sector client relationships, and provide responsive and persuasive project management services.

3. Marketing, Branding and Communications

3.1. Market and promote Broward County as a prime business location through the business retention and expansion visitation program.

3.2. Market and promote the County's incentive programs to targeted sector businesses.

3.3. Market and promote business assets located in Broward County, including the Platinum Permitting Program and Action Team, Six Pillars Partnership, TechGateway, and target industry trade organizations.

3.4. Implement economic development strategies as identified in the Alliance's annual business plan through marketing, branding, and promotion of Broward County/Greater Fort Lauderdale to the national and international business audience, trade industry organizations, and TechGateway. Develop and implement strategies to support the County's economic development strategy, including the Port Everglades Action Team, the Platinum Permitting Program and Action Team, the Six Pillars Partnership, TechGateway, and partnerships with local target industry associations.

3.5. Implement a marketing strategy that will promote the creation and retention of jobs, enhance opportunities, and attract new businesses, industry, and talent to Broward County.

3.6. Market and promote the extensive educational assets and employment and job opportunities located in Broward County allowing for a highly desirable and available workforce.

3.7. Market and manage the Alliance's ongoing small business fellowship program providing specialized membership opportunities for certified business enterprises licensed to do business in the County, including the creation of new opportunities for member engagement in the Alliance.

3.8. Generate daily content for the Alliance's social media channels featuring news, companies, and individuals important to Broward County's business climate, and company recruitment and retention in Broward County. The goal of the social media work is to increase the Alliance's social media follower count and build a database of local business influencers to share positive news about Broward County's business climate.

3.9. Implement strategies to expand and enhance economic development by promoting designated, targeted industries in national industry publications, social media, local partnerships, and through other means. Examples include using TechGateway as a national platform for the tech industry and maps for TechGateway, Aviation and Life Sciences.

3.10. Assist in marketing of cargo facilities and foreign trade zones at the airport and seaport.

3.11. Coordinate regional economic development and marketing in cooperation with state, regional, and local economic development agencies as appropriate.

3.12. Coordinate the Alliance's marketing and branding activities with the domestic and international activities being conducted by other economic development entities in the County, such as OESBD, Visit Lauderdale, Port Everglades, Port Everglades Action Team, and Fort Lauderdale-Hollywood International Airport, consistent with the County's economic development strategic plan.

3.13. To maximize local branding opportunities, the Alliance will work with County agencies to promote Greater Fort Lauderdale/Broward County as a prime business location through such means as electronic billboards, television technology, and signage in County buildings, subject in each instance to prior written review and approval by County, at no cost to the Alliance.

3.14. Work to grow Broward's brand as a business community by creating a new network quality video in at least five languages (with languages determined based upon market analysis for growth opportunities) that would feature Greater Fort Lauderdale/Broward County assets, including Fort Lauderdale-Hollywood International Airport, Port Everglades and Visit Lauderdale, and update the video annually.

4. **Research, Data, and Competitive Intelligence**

4.1. Conduct market research, competitive market analysis, and local market business intelligence, including that undertaken in support of the Six Pillars Partnership, to be utilized as a resource to provide the Alliance with a comprehensive working knowledge of: (a) the value of Broward County's location compared to its competition; (b) companies that are in Broward County; (c) companies that are seeking to locate to Broward County; and (d) companies that the County would like to recruit to Broward County (Targeted Industries).

4.2. Provide ongoing research on the advantages, facilities, resources, products, attractions, attributes, and conditions in Broward County.

4.3. Maintain a database highlighting Broward County's competencies (leading employers, average salary by selected occupation, education data, etc.) to attract target industry companies and post online for access by the Alliance partners and prospects.

4.4. Perform an annual local business climate assessment and advocate for a highly attractive, business-friendly climate, a competitive business location, the availability of a well-educated and highly trained workforce, and incentive programs, including the Alliance Platinum Permitting Program and Action Team and the Six Pillars Partnership.

4.5. Provide quarterly and annual reports as required to County including, but not limited to, the annual Alliance Business Plan, the Alliance Quarterly Report to the Broward County Commission, the Alliance Annual Report, the Alliance's Annual Audit, and the annual Economic Development Activity Report as required by Section 125.045, Florida Statutes.

5. Talent, Workforce, Education and Mobility

5.1. Utilize interns from area colleges and universities or those with ties to South Florida (e.g., local high school graduates who may be seeking degrees from universities outside the area with plans to return to South Florida) to assist with the Alliance's economic development plans and other projects.

5.2. Support and develop collaborations with community-based organizations, workforce development agencies, and the education community to improve workforce preparedness for designated target industries.

5.3. Participate in the coordination and promotion of K-12 education, certificate programs, technical programs, colleges, and other institutions of higher learning to support economic development and the needs of businesses in Broward County.

5.4. Create collaborations with local employers, education institutions, and workforce staffing organizations to build and brand Greater Fort Lauderdale as a talent hub for the designated target industries, including developing and implementing a robust talent attraction strategy. Examples include the Academic Leaders Council and the Greater Fort Lauderdale Education Action Team (GREAT).

6. Small Business, Entrepreneurship and Innovation

6.1. Develop and implement strategies to market and promote local certified County Business Enterprise and Small Business Enterprise firms and other identified small businesses in partnership with OESBD.

6.2. Assist in developing and promoting business incubators compatible with the County's economic development strategy.

6.3. Promote and leverage multiple partners that are providers of entrepreneurial services in Broward County and continue to build a hub and robust network of connected services that would be provided from cradle to successful exit utilizing the NSU Broward Levan Center of Innovation as the hub.

6.4. Assess opportunities to attract growing emerging industries and support new emerging technologies that depend on academic and infrastructure capabilities that need to be championed and developed in Broward County.

7. Community, Regional and Stakeholder Partnerships

7.1. Act as the primary liaison for economic development for the County with the Florida Department of Commerce.

7.2. Serve as a business community liaison to advocate for businesses in Broward County, including the Port Everglades Action Team and the Platinum Permitting Program and Action Team, as well as advocating for the creation of new opportunities for member engagement and emerging leaders.

7.3. Develop and implement programs and strategies aimed at increasing local private sector business participation in economic development activities within Broward County, including the Port Everglades Action Team, TechGateway, Marine Industries Association of South Florida, Marine Research Hub, Six Pillars, and local trade associations, as well as the creation of new opportunities for member engagement and emerging leaders.

7.4. Assess business community needs and concerns involved in attracting, retaining, and expanding businesses and industries; and recommend governmental changes, legislative changes, and/or programs that will foster economic growth in Broward County.

7.5. Grow the commercial tax base, which is an economic development priority, recognizing that growing the tax base is essential to strengthen Broward County's economy and the standard of living of its residents.

7.6. Identify and develop marketing strategies and tools focused on attracting international, national, or domestic business operations and domestic and foreign capital Investment to Broward County, including working with Port Everglades, Fort Lauderdale-Hollywood International Airport, Visit Lauderdale, local target industry associations, TechGateway, bi-national chambers and other organizations and programs.

7.7. Continue to take a leadership role in convening a consortium of the region's leaders, utilizing the Marine Research Hub initiative, to raise the visibility, reputation, and prestige of Southeast Florida's oceanographic research institutions.

7.8. Designate the Broward County Administrator as a member of the Alliance CEO Council.

7.9. Develop a process between Broward County and the Alliance to manage the Panthers/Greater Fort Lauderdale Alliance suite including an audit process that aligns with the Board's designated guidelines.

8. Six Pillars Broward

8.1. Manage the implementation of the Six Pillars Partnership strategic plan to help guide Broward County toward a future economy that includes economic mobility, entrepreneurship, global competitiveness, and vibrant communities.

8.2. Expand the County's economic mobility capacity in Broward County's most economically challenged zip codes.

8.3. Within the County's target industries, facilitate sector-based employer advisory groups that inform education and training providers on evolving skill needs and support alignment of credentials, training, and work-based learning.

8.4. Partner with industry associations and training providers to align state-approved and industry-recognized certifications with workforce needs in targeted sectors such as aviation, marine industries, life sciences, and technology.

8.5. Develop and publish sector-specific career pathway maps for Broward County students and adults that show how foundational skills, credentials, and training lead to high skill/high wage employment and long-term career mobility in targeted industries.

8.6. Facilitate the development and promotion of an ongoing countywide resource repository that helps businesses identify and learn how to access grants, loans, incentives, venture capital, and state/federal funding opportunities.

8.7. Lead a communications effort that translates complex infrastructure resilience and transportation investments into clearly understandable benefits to businesses and residents, improving employer confidence in Broward County's infrastructure and supporting economic growth, utilizing the collaborative Six Pillars Broward Partnership.

8.8. Convene employers, local governments, utilities, and agencies to collaboratively resolve recurring business climate challenges such as infrastructure capacity, insurance, and resiliency costs.

8.9. Develop and maintain a shared dashboard tracking key performance indicators (business growth, investment, permitting timelines, workforce availability, etc.) to support transparent, data-driven decisions of businesses.

8.10. Act as a neutral convener to help structure and promote P3s that advance economic development, infrastructure, innovation, and workforce initiatives.

8.11. Convene employers around issues such as public safety, transportation access, health, and community services that influence workforce stability and productivity, and contribute to an enhanced quality of life for Broward County residents.

8.12. Lead an employer-informed strategy that positions Broward County's lifestyle, amenities, and communities as competitive assets for talent recruitment and business attraction.

8.13. Strengthen and expand the Six Pillars Broward brand by increasing awareness, engagement, and adoption of the Broward County Six Pillars strategic economic development plan across Broward County's business community, municipalities, and institutional partners.

B. Business Plan Performance Reporting. The Alliance shall develop and submit for Board approval the Alliance's annual business plan for each Fiscal Year during the Term, outlining specific tactics and long-range strategies that will implement the County's goals for economic development as contemplated in this Agreement. The Alliance's annual business plan for the next Fiscal Year is due no later than July 31 of each year during the Term and must be ADA accessible. The Alliance's annual business plan shall: (a) be consistent with the County's economic development strategy; (b) identify specific deliverables and contain performance measures for each function for proposed economic development service and activity, including goals, specific objectives, implementation strategies, and outcomes; and (c) include any modifications or changes to the Alliance's previous business plan. County and the Alliance may review County's economic development strategy to address current and revised market conditions. Upon request of the Board, the Alliance shall provide briefings to the Board, within a reasonable time, on performance and accomplishments.

1. Throughout the Term, the Alliance shall develop and submit for Board approval quarterly cumulative performance accomplishments ("Quarterly Reports") and an annual year end summary report comparing actual results with that Fiscal Year's business plan.

   1.1. Quarterly Reports shall be due 45 days after the end of each County fiscal quarter with cumulative data and must be ADA accessible.

Quarter One Report	Due February 14
Quarter Two Report	Due May 15
Quarter Three Report	Due August 14
Quarter Four Report	Due November 14

1.2. The annual year end summary report for each Fiscal Year shall be due with the Quarter Four Report.

2. Fiscal Year Budget. The Alliance shall develop and submit for Board approval a proposed new Fiscal Year budget for each upcoming Fiscal Year that outlines specific tactics and long-range strategies that will implement the County's goals for economic development as contemplated in this Agreement.

2.1. The Alliance's annual budget shall be developed in coordination with the Alliance's annual business plan. The Alliance's annual fiscal year budget for the upcoming year, describing both private and public funding, shall be due each July 31 and must be ADA-accessible.

2.2. The Alliance shall submit for filing budget changes between departments within the Alliance in excess of ten percent of the Annual Agreement Amount (as reflected or calculated in accordance with Exhibit B).

2.3. By July 31 after the close of the Alliance's fiscal year, for each year of the Term, the Alliance shall submit to County an ADA-accessible audited financial statement of the Alliance in accordance with Section 11.5 of the Agreement.

C. Administration of Agreement. County and the Alliance agree to be guided by the following terms and conditions in connection with the administration of this Agreement:

1. *County Liaison*. The Board shall annually appoint one of its members as a liaison to the Alliance's Board of Directors and Executive Committee.

2. *Business Incentives*. The Alliance shall advise County where incentives would be appropriate to retain or expand existing Broward County businesses. The Alliance shall not offer, nor commit, incentives directly to any company on behalf of County. If a decision is made by County to offer incentives, the Alliance shall provide to County a statement of the proposed recipient company's current financial viability potential as determined through prudent diligence. If the Alliance receives any false or fraudulent data from any proposed recipient

company and bases its statement to County on that data, the Alliance shall notify County immediately upon discovery and provide County with corrected data as soon as it is available.

3. *Private Sector Participation*. The Alliance shall seek increased private sector participation by members of the business community. The Alliance shall use its best efforts to recruit new business members holding a current Broward County business tax receipt.

4. *Private Sector Funding*. The Alliance shall utilize clear and strategic efforts to increase its private sector funding to an amount equal to or greater than $0.40 for every $1.00 of funding provided by County.

5. *Research Activities*. The Alliance shall coordinate and share economic research and data to benefit County.

D. Alliance's Board of Directors. The Alliance shall structure its Board of Directors in accordance with the provisions of its bylaws and in accordance with Applicable Law. Notwithstanding any terms of the Alliance's bylaws to the contrary, the Alliance's Board of Directors shall include the OESBD Director and one appointment from each of the following bodies: the Board; and the Broward County Small Business Advisory Board. The Broward County Administrator shall be designated as an ex officio member of the Alliance's Board of Directors. The OESBD Director, the County Administrator, any member of the Board appointed pursuant to this section, and any Broward County employee appointed or designated to serve on the Alliance's Board of Directors shall serve in their official capacities as part of their assigned official duties on behalf of Broward County and not in their personal capacities. Other members of the Alliance's Board of Directors shall be appointed in accordance with the Alliance's adopted bylaws. 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. The Alliance shall make strong efforts to include representation of municipalities on its Board of Directors.

[Remainder of page is intentionally left blank.]

Exhibit B
Payment Schedule

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any Services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B. The Alliance shall invoice County monthly in arrears and each invoice must be received no later than 15 days after the month covered by the invoice. The Annual Agreement Amounts and Monthly Invoice Amounts set forth below for Fiscal Years 2 and thereafter represent the maximum compensation payable for each Fiscal Year assuming application of the maximum annual adjustment permitted under this Exhibit B. The actual Annual Agreement Amount and Monthly Invoice Amount for each Fiscal Year after Fiscal Year 1 shall be calculated in accordance with this Exhibit B.

Fiscal Year	Maximum Annual Agreement Amount	Monthly Invoice Amount
Fiscal Year 1 (Effective Date – September 30, 2027)	$2,509,944	$209,162
Fiscal Year 2 (October 1, 2027 – September 30, 2028)	$2,585,242	1/12 of the Annual Agreement Amount for Fiscal Year 2
Fiscal Year 3 (October 1, 2028 – September 30, 2029)	$2,662,800	1/12 of the Annual Agreement Amount for Fiscal Year 3
Fiscal Year 4 (October 1, 2029 – September 30, 2030)	$2,742,684	1/12 of the Annual Agreement Amount for Fiscal Year 4
Fiscal Year 5 (October 1, 2030 – September 30, 2031)	$2,824,964	1/12 of the Annual Agreement Amount for Fiscal Year 5
Total Maximum Amount Not to Exceed	**$13,325,634**	

For Fiscal Year 1, the Annual Agreement Amount and the Monthly Invoice Amount are as specified above for Fiscal Year 1. Commencing with Fiscal Year 2, and for each subsequent Fiscal Year during the Term, the Annual Agreement Amount shall be determined by increasing the Annual Agreement Amount in effect for the immediately preceding Fiscal Year by the lesser of: (i) three percent; or (ii) the percentage increase in the Consumer Price Index (“CPI”) (the “CPI Price Adjustment Percentage”). The CPI data shall be obtained from the U.S. Bureau of Labor Statistics’ table for CPI for All Urban Consumers, All Items, Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted, or as amended or replaced by the agency. If no such index is published, the Contract Administrator will designate a reasonably similar index. The Monthly Invoice Amount for each Fiscal Year after Fiscal Year 1 shall equal 1/12 of the applicable Annual Agreement Amount, rounded to the nearest whole dollar. If necessary due to rounding, the final monthly invoice for a Fiscal Year may be adjusted to ensure that the total amount invoiced for that Fiscal Year does not exceed the Annual Agreement Amount.

The CPI Price Adjustment Percentage shall be calculated as follows: the CPI current period minus the CPI previous period, divided by the CPI previous period, multiplied by 100. The CPI current period means the most recently published monthly index prior to the beginning of the applicable Fiscal Year of the Agreement. The CPI previous period means the CPI for the same month of the prior year. If the CPI Price Adjustment Percentage is zero or negative, no adjustment shall be made for the applicable Fiscal Year and the Annual Agreement Amount and Monthly Invoice Amount shall remain unchanged.

At least 30 days before the beginning of each Fiscal Year after Fiscal Year 1, the Contract Administrator shall calculate the applicable CPI Price Adjustment Percentage and provide the Alliance written notice of the Annual Agreement Amount and Monthly Invoice Amount for the upcoming Fiscal Year. Failure to provide such notice before the beginning of the Fiscal Year shall not waive or modify the applicable adjustment. The calculation and written notice shall be ministerial acts and shall not require an amendment to this Agreement, provided that the adjusted Annual Agreement Amount and Monthly Invoice Amount do not exceed the applicable maximum amounts set forth above.

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Exhibit C
Minimum Insurance Requirements

Project: **Implementation of Strategies Agreement with The Broward Alliance, Inc., d/b/a Greater Fort Lauderdale**
Agency: **Office of Economic and Small Business Development**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS	Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other _______	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$1,000,000**	**$2,000,000**
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable ***Note: May be waived if no driving will be done in performance of services/project.***			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$500,000**	
☐ **EXCESS LIABILITY / UMBRELLA** **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*					
☑ **WORKERS' COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
☑ **EMPLOYERS LIABILITY**			Each Accident	**$100,000**	
☑ **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**	N/A		Each Claim:	**$1,000, 000**	**$2,000,000**
			*Maximum Deductible:	$100,000	
☐ **CYBER LIABILITY**	N/A		Each Claim:		
			*Maximum Deductible:	$100,000	

Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. County shall be provided 30 days' written notice of cancellation, 10 days' notice of cancellation for non-payment. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

CPounall
Digitally signed by COLLEEN POUNALL
Date: 2026.07.24 11:25:54 -04'00'

Risk Management Division