

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	<b>March 1, 2011</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
<b>Department:</b>	<b>Administration</b>	<input type="checkbox"/> <b>Workshop</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Submitted By:</b>	<b>Economic Development Office</b>		

**I. EXECUTIVE BRIEF**

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


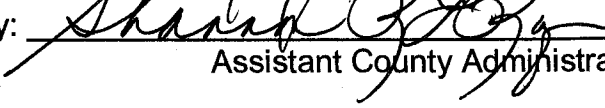
- A)** a Job Growth Incentive (JGI) Grant Agreement in the amount of \$210,000 as a portion of the required local match for a State Qualified Target Industry Grant (QTI) and Quick Action Closing Fund with GARDA USA, INC. (GARDA); and
- B)** a Budget Transfer of \$210,000 from the General Fund Contingency Reserves to the Economic Development JGI Program; and
- C)** a Budget Amendment of \$210,000 to the Economic Development Office Fund to recognize and appropriate the transfer of funds from the General Fund Contingency Reserves.

**Summary:** On January 11, 2011, the Board of County Commissioners (BCC) supported a Grant in the amount of \$210,000 as a portion of the local match for a State QTI and Quick Action Closing Fund with GARDA. GARDA has finalized their relocation plans and desires to enter into a formal agreement with the County. The Agreement requires the company to create 100 jobs by June 30, 2014, with an average wage of \$65,769, excluding benefits. The Regional Economic Model, Inc. results estimate that GARDA will have a \$44 million economic impact over a five (5) year period, generating \$3 million in Federal, State and local taxes. Palm Beach County's economic development incentive will be payable over a period of six (6) years. The standard JGI contract language was modified in order to streamline the contract. **Funding will come from General Fund Contingency Reserves. District 4 (DW)**

**Background and Justification:** GARDA supplies armored transport, ATM maintenance, smart safes and cash processing services. Palm Beach County, Enterprise Florida, Inc., and the State's Office of Tourism, Trade & Economic Development utilize the QTI Program to support relocation/expansion of business projects. Each QTI incentive dollar matched by the County leverages five dollars from the State. The BCC directed staff to bring qualified companies to the BCC for consideration.

- Attachment:**
1. JGI Agreement
  2. QTI Resolution (R2011-0078)
  3. Budget Transfer
  4. Budget Amendment

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Recommended By:		<u>2-28-2011</u>
	Economic Development Director	Date
Approved By:		<u>2-28-2011</u>
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Grant Expenditure	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$37,500</u>	<u>\$37,500</u>	<u>\$37,500</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$30,000*</u></b>	<b><u>\$30,000*</u></b>	<b><u>\$37,500*</u></b>	<b><u>\$37,500*</u></b>	<b><u>\$37,500*</u></b>

# ADDITIONAL FTE POSITIONS (Cumulative) 0 \_\_\_\_\_

Is Item Included In Current Budget? Yes \_\_\_\_\_ No x  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

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

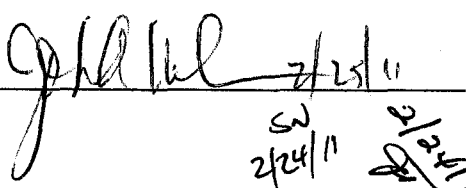
\* The \$60,000 will be disbursed in FY 2011 and FY 2012. The Quick Action Closing Fund disbursement of \$150,000 will be paid out in equal amounts of \$37,500 over a four year period. Estimated disbursements pending the QTI schedule are as follows:


- 2011 30,000
- 2012 30,000
- 2013 37,500
- 2014 37,500
- 2015 37,500
- 2016 37,500

C. Departmental Fiscal Review:   
 Economic Development


**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

OFMB  2/25/11  
 SW 2/24/11 2/24/11

 2/28/11  
 Contract Administration  
 At the time of our review, the contract was not executed.

**B. Legal Sufficiency:**

 2/28/11  
 Assistant County Attorney  
 The contract has not been executed.

**C. Other Department Review:**

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

This summary is not to be used as a basis for payment.

**JOB GROWTH INCENTIVE GRANT AGREEMENT**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and **GARDA USA, INC.** [ ] an individual, [ ] a partnership, [X] a corporation, authorized to do business in the State of Florida hereinafter referred to as COMPANY, whose Federal I.D. number is provided on Exhibit "A" as **98-0476633** which is attached hereto and made a part hereof.

WITNESSETH:

**WHEREAS**, it is the policy of the COUNTY to encourage and stimulate economic growth in Palm Beach County by either attracting new businesses to Palm Beach County or by assisting local expanding businesses within Palm Beach County that would otherwise expand elsewhere; and

**WHEREAS**, the creation of new full time employment opportunities for residents of Palm Beach County and the tax revenues resulting from business relocation or expansion within Palm Beach County is beneficial to the local economy; and

**WHEREAS**, the State of Florida has determined that counties may expend funds to attract and retain business enterprises, and that the use of public funds toward the achievement of such economic development goals constitutes a public purpose; and

**WHEREAS**, the COUNTY has determined that offering a Job Growth Incentive (JGI) Grant Program encourages either existing businesses to remain and/or expand or new businesses to establish a facility in Palm Beach County and thereby create employment opportunities for the residents of Palm Beach County; and

**WHEREAS**, the average annual wage for COMPANY'S newly created and/or relocated jobs will meet or exceed the average salary level in Palm Beach County or the applicable industry average wage when the COUNTY provides a JGI Grant Agreement to COMPANY; and

**WHEREAS**, the COUNTY has determined that COMPANY is eligible to receive a JGI Grant Agreement based on the Criteria of the JGI Grant Program, as amended; and

**WHEREAS**, the COUNTY finds and declares that it is in the public's best interests to award a JGI Grant Agreement to COMPANY pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

PART I

**RECITALS**

**Recitals.** The foregoing recitals are correct and true at the time of execution of this Agreement and are incorporated herein.

PART II  
**ELIGIBILITY**

**Minimum Criteria.** The conditions precedent to COMPANY being eligible to obtain any JGI Grant Program (hereafter a "Grant") funds whatsoever from the COUNTY include:

- A. **Site.** COMPANY'S business operations in Palm Beach County shall be at the site described on Exhibit "A", which is attached hereto and made a part hereof.
- B. **Minimum Jobs & Salary.** COMPANY shall create and retain jobs in Palm Beach County as follows:
  - (1) At least one hundred (100) new full time or equivalent jobs (minimum of 2,080 hours annually) must be created in and/or relocated to Palm Beach County;
  - (2) The new jobs must be created in Palm Beach County following the commencement date of this Agreement, within the performance period and at the average annual salary as set forth in PART IV of this Agreement to satisfy the **minimum conditions to obtain any funds whatsoever.**
  - (3) **The 100 new jobs** must be maintained within the maintenance period and at the average annual salary as set forth in PART IV of this Agreement to satisfy the **minimum conditions to obtain any funds whatsoever.**
  - (4) **The 100 new jobs** shall pay an average salary per annum equal to or greater than **\$65,769.00 (excluding benefits).**
- C. If the minimum full time equivalent positions and/or salaries fall below the minimum, as required by this Agreement, the COMPANY shall be considered by the COUNTY to have breached this Agreement and the Agreement shall terminate. In the event of

termination, COMPANY agrees that it shall, within 60 days of the date of termination, make restitution to the COUNTY the per job grant award paid by the COUNTY to COMPANY for each position not created and maintained as required by this Agreement.

PART III.

**GRANT AMOUNT**

**Grant Maximum Amount.** COMPANY shall be eligible to receive Grant payments of up to **\$210,000.00** which shall be payable in accordance with the terms of this Agreement.

PART IV.

**COMMENCEMENT DATE & GRANT TERM**

**Grant Timeframes** COMPANY shall be obligated to:

- A. **Commencement Date.** This Agreement shall commence on the **1<sup>st</sup>** day of **March, 2011** and end four (4) months following completion of the Maintenance Period (as defined in paragraph C hereof). The term of this Agreement consists of the performance, maintenance, and final verification periods as set forth below and until the expiration date of the Performance Bond as provided for in PART X of this Agreement.
- B. **Performance Period.** The COMPANY shall complete their job creation obligation by **June 30<sup>th</sup>, 2014.**
- C. **Maintenance Period.** The COMPANY shall maintain the jobs for a period of four (4) years from the creation and/or relocation of one hundred (100) New Jobs in Palm Beach County in accordance with the terms of this Agreement.
- D. **Final Verification Period.** This Agreement shall provide an additional four (4) months immediately following the maintenance period to enable COMPANY to comply with the provisions of PARTS XI and XII of this Agreement.

PART V.

**NEW JOBS**

**New Jobs.** The conditions for COMPANY to obtain and keep the maximum amount of Grant funds from the COUNTY include:

- A. **Job Performance & Period.** COMPANY shall create and/or relocate **one hundred (100)** full time jobs or equivalent jobs (minimum of 2080 hours annually) in Palm Beach County by **June 30<sup>th</sup>, 2014.** All newly created jobs cannot include transfer workers of COMPANY that are identified on the payroll of an existing COMPANY facility that is located in Palm Beach County prior to the commencement date of this Agreement; and
- B. **Job Advertising.** In addition to COMPANY'S normal advertisement of job positions, COMPANY shall undertake advertising of the job openings in Palm Beach County to provide sufficient notice to Palm Beach County's residents concerning the availability of COMPANY'S new positions. The advertising regarding the new jobs at COMPANY'S facility in Palm Beach County must be county-wide, include Hispanic and Minority news venues, and not be limited to a single advertisement. Proof of advertising shall be provided to the COUNTY in conformity with the Notice section of this Agreement and within **thirty (30)** days of the date of advertising; and
- C. **Job Availability & Competition.** COMPANY shall mail the job description for all new job hires (as those job descriptions are being created and made available) to:
  - (1) Workforce Alliance, Inc.  
*Main Office:* 1951 N. Military Trail, Suite D, West Palm Beach, FL 33409-4794  
*Attention:* Executive Director
  - (2) The Glades Workforce Development Center  
*Glades Office:* 557 SW 16 St., Belle Glade, FL 33430  
*Attention:* Chairperson
- D. **Transportation to & from Job Location.** COMPANY shall provide the following information to assist individuals in Palm Beach County who are hired:
  - (1) The bus stop closest to COMPANY'S office;
  - (2) The Tri-Rail stop number closest to COMPANY'S office;
  - (3) Information about COMPANY'S car pool program (if one exists); and
  - (4) Directions to COMPANY'S office from Interstate 95.This information shall either be posted on COMPANY'S web site or provided to individuals who are hired.

PART VI.  
DEFINITIONS

**Definitions.** The new jobs as set forth in this Agreement shall be:

- A. **New Job.** A full time or equivalent job (minimum of 2,080 hours annually) that is created in or relocated to Palm Beach County which adds to Palm Beach County's total job base, adds incrementally to COMPANY'S Palm Beach County payroll, results in a net increase in the number of COMPANY'S Palm Beach County employees, and involves only a new employee working on-site at COMPANY'S facility that is located in Palm Beach County. A full time or equivalent job may include permanent salaried and part-time employees. **Excludes** an employee on COMPANY'S payroll of a COMPANY facility located in a county adjacent to the borders of Palm Beach County who transferred to COMPANY'S facility in Palm Beach County.
- B. **Relocating Employee.** A full time or equivalent employee identified on COMPANY'S payroll who relocates to Palm Beach County. **Excludes** an employee on COMPANY'S payroll of a COMPANY facility located in a county adjacent to the borders of Palm Beach County who transferred to COMPANY'S facility in Palm Beach County.
- C. **Equivalent Job.** An equivalent job shall mean any two or more part-time jobs whose sum total scheduled hours, inclusive of vacation and holidays, generates 2,080 hours annually.

PART VII.  
AWARD PER JOB & SALARY

**Amount Per Job & Wage.** As a further condition precedent to obtaining the Grant's base amount of **\$2,100.00 per job created** from COUNTY, COMPANY shall pay an average salary per annum equal to or greater than **\$65,769.00 (excluding benefits)** for all of those COMPANY employees that must be created and retained in Palm Beach County pursuant to this Agreement.

PART VIII.  
JOB CREATION AND MAINTENANCE PERFORMANCE AUDIT

- A. **Independent Audit.** COMPANY shall provide written audited verification at its sole cost and expense, satisfactory to COUNTY in its sole discretion, acting reasonably, of compliance by COMPANY with all agreed upon performance standards set forth in PART IV of this Agreement.
  - (1) This performance audit must be conducted by an independent Certified Public Accountant (CPA).
  - (2) The CPA must **examine** COMPANY'S statements/schedules for the new jobs created/relocated and the average annualized salary for those jobs at the facility located in Palm Beach County, and express a written **opinion**. The examination must be conducted in accordance with standards established by the American Institute of Certified Public Accountants.
  - (3) The CPA's report will include examining evidence supporting COMPANY'S schedules of new jobs and average annualized salary of the new jobs.
  - (4) The accuracy of the number, hire dates and average annual salaries (excluding benefits) of all current employee transfers and/or all local hires in Palm Beach County as represented by COMPANY shall be verified by this independent audit by the CPA to the COUNTY'S satisfaction.
  - (5) The CPA's report must identify **two (2)** average annual salaries for the new jobs based on the auditor's examination of the new jobs according to:
    - a) **All New Jobs** Identify the average annualized salary for all new jobs. Include all exempt and non-exempt employees and all officers/ corporate executives that will represent the total number of new full time jobs to be created/relocated in Palm Beach County.
    - b) **Low and Mid Echelon New Jobs Only.** Identify the average salary per annum of the new exempt and non-exempt employees only; exclude from these calculations the average annual salary of the officers and senior corporate executives which are included in A(5)(a) above.
  - (6) The audit may be performed in conjunction with other auditing services.
  - (7) A report by an independent CPA that is a review or agreed-upon procedures report on COMPANY'S representations is unacceptable to the COUNTY.
  - (8) This performance audit must be submitted to the COUNTY (attn: Palm Beach County Economic Development Office) **no later than four (4) months following completion of the Maintenance Period.**
  - (9) COMPANY will be informed by the COUNTY when the COUNTY has made the determination that there are deficiencies with the audit and/or invoice documentation. Under these circumstances, the audit and invoice documentation cannot be processed pending COMPANY resolving the identified deficiencies.

(10) Upon receipt by the COUNTY from COMPANY of the appropriate invoiced documentation and a Jobs Creation and Maintenance Report in accordance with Part XI of this Agreement, processing of the audit and invoices may proceed.

- B. Remittance. The COUNTY shall remit payment to COMPANY of the sum due hereunder within sixty (60) days of the COUNTY'S receipt of the Job Creation and Maintenance Report or, for purpose of final payment only, audited verification as required hereunder, the COUNTY having completed its review of the Job Creation Report or Audited report and/or invoice documentation, and the COUNTY having determined that COMPANY has satisfactorily complied with the terms of this Agreement.
- C. Inspection. Upon ten (10) business days notice and at any time during normal business hours and as often as the COUNTY deems necessary, there shall be made available by COMPANY to the COUNTY for examination, all its records with respect to all matters covered by this Agreement. The COUNTY reserves the right to require copies of such records and/or to conduct an inspection of COMPANY'S records regarding performance measures with respect to matters covered by this Agreement at any time for any period covered by this Agreement.
- D. Automatic Termination. This Agreement shall automatically terminate, thereby relieving the parties hereto of any liability or obligations hereunder, if COMPANY fails to submit this performance audit to the COUNTY by the date that is four (4) months following completion of the Maintenance Period.

#### PART IX REIMBURSEMENT TERMS

**Eligible Reimbursables.** The Grant funds available under this Agreement will be provided only for reimbursement of expenses associated with COMPANY'S physical move, relocation to and/or expansion in Palm Beach County as set forth on Exhibit "B". To be eligible for reimbursement, such expenses must be:

- A. Date of Expenditure. Incurred between **March 1<sup>st</sup>, 2011 and June 30<sup>th</sup>, 2014.**
- B. Exhibit "B". In compliance with the requirements set forth on Exhibit "B".

#### **Request Reimbursement**

- A. Total Grant Amount. All eligible "Out-of-Pocket" expenses incurred directly by COMPANY will be reimbursed up to an amount not to exceed the Grant maximum amount set forth in this Agreement.
- B. Total New Jobs. All reimbursement amounts shall not exceed the Grant's award per job, multiplied by the number of applicable jobs as later verified by the Performance Audit, and as set forth in this Agreement.
- C. Payment Schedule. All requests for payment of "Out-of-Pocket" expenses eligible for reimbursement under the terms of this Agreement must be received no later than **June 30<sup>th</sup>, 2014.**
- D. Invoices & Documentation. All requests for reimbursement shall include, in addition to the Job Maintenance and Creation Report required by this Agreement, copies of paid receipts, canceled invoices, or other documentation acceptable to the Palm Beach County Office of Financial Management & Budget and the Finance Department of the Clerk of the Circuit Court, and shall be sufficient to adequately describe the expenses and establish that the expense was actually incurred directly by COMPANY.

#### PART X PERFORMANCE BOND

#### **Provision of Performance Bond**

- A. Review & Acceptance COMPANY shall provide to the COUNTY a Performance Bond that the COUNTY must review, and that the COUNTY finds acceptable at its sole discretion, acting reasonably, and in accordance with the COUNTY'S PPM:CW-F-055, for the maximum grant amount of this Agreement.
- B. Payment The Performance Bond shall be provided to the COUNTY at the time COMPANY seeks reimbursement pursuant to this Agreement or in the event grant funds are committed pursuant to PART XII (Local Match Commitment) of this Agreement at the time the State of Florida requests payment, whichever occurs first.
- C. Term The Performance Bond shall remain in effect **until the date that is four (4) months following completion of the Maintenance Period, or as indicated in subsection E herein.**
- D. Automatic Termination This Agreement shall automatically terminate, thereby relieving the parties hereto of any liability or obligations hereunder, if COMPANY fails to submit an acceptable Performance Bond to the COUNTY at the time COMPANY seeks payment

pursuant to this Agreement, with the Performance Bond to remain in effect for the total period set forth in Subsection C herein.

- E. **Release** Upon the COUNTY having determined that COMPANY has satisfactorily complied with the terms of this Agreement, the COUNTY shall notify the financial institution or bonding company that provided the Performance Bond and COMPANY that the Performance Bond is considered released. The COUNTY may release the Performance Bond prior to the end date of the Performance Bond (**until the date that is four (4) months following completion of the Maintenance Period**) contingent on the COUNTY having been provided verification acceptable to the COUNTY that COMPANY has satisfied its job performance and maintenance obligations prior to the end date identified for complying with such obligations in this Agreement.

#### Part XI

##### **JOB CREATION AND MAINTENANCE REPORT**

**Report Submittal** COMPANY, at its sole cost and expense, shall provide a Job Creation and Maintenance Report to the COUNTY (i.e., to the Palm Beach County Economic Development Office) with each request for reimbursement which will include the status of the following: job creation to date, job maintenance to date, average annual salary of job creation and job maintenance, number of Palm Beach County residents hired, and a copy of job advertisements county-wide.

#### PART XII.

##### **LOCAL MATCH COMMITMENT AND/OR FUNDING TO THE COMPANY**

**Qualified Target Industry Tax Refund with a High Impact Sector Bonus, and Quick Action Closing Fund Programs.** *In the event* COMPANY enters into an agreement with Enterprise Florida or the State of Florida to receive funds through any of these programs, which include State tax refunds pursuant to the State of Florida Qualified Target Industry Tax Refund Program as set forth in Chapter 288, Florida Statutes, as may be amended (hereinafter referred to as QTI), the following shall apply:

- A. **Payment Procedure.** The Grant funds paid by COUNTY on behalf of COMPANY as part of the required QTI match with a High Impact Sector Bonus, and as provided for under this Agreement, shall be paid directly by COUNTY to the State of Florida Economic Development Trust Fund in accordance with the QTI Program with High Impact Sector Bonus as set forth in Exhibit C.
- B. **QTI Commitment Nullified.** If COMPANY does not satisfy all of its QTI contractual obligations with the State of Florida, which results in the termination of the QTI agreement, but complies fully with its Grant commitments with COUNTY, the COMPANY shall be entitled to seek reimbursement of expenditures of funds pursuant to this Agreement. However, any funds that may have been provided by COUNTY to the State of Florida toward the QTI match shall be subtracted from the Grant maximum amount set forth in this Agreement.
- C. **COMPANY Requests Funding.** If COMPANY requests funding for the Quick Action Closing Fund, payments are limited to **\$37,500 a year for four years beginning on 12/30/2013 for an amount up to \$150,000 as set forth in Exhibit C.**

#### PART XIII

##### **GENERAL CONDITIONS**

**Obligation & Annual Appropriation** The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the COUNTY.

**Employee: Bona Fide.** COMPANY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COMPANY 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 COMPANY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

- A. **Non-discrimination** COMPANY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.
- B. **Low-income Residents & Local Businesses** To the greatest extent feasible,  
(1) Low-income residents shall be given opportunities for training and employment; and

- (2) Eligible business concerns located in or owned in substantial part by persons residing in Palm Beach County shall be awarded contracts in connection with this Grant.
- (3) Preferences for Palm Beach County Residents. The Company shall develop and implement hiring policies that grant Palm Beach County Residents preference in the hiring process.

**Worker's Compensation & Employer's Liability.** COMPANY shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440 for all jobs set forth in this Agreement.

**Convicted Vendor List.** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, COMPANY certifies that it, and its affiliates who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36 months immediately preceding the date of execution of this Agreement by the COUNTY. This notice is required by F.S. 287.133(3) (a).

Florida Department of Management Services, Division of Purchasing  
4050 Esplanade Way, Tallahassee, FL 32399-0950  
(850) 488-8440

[http://dms.myflorida.com/dms/purchasing/convicted\\_suspended\\_discriminator\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/dms/purchasing/convicted_suspended_discriminator_vendor_lists/convicted_vendor_list)

**Successors & Assigns.** The COUNTY and COMPANY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor COMPANY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and COMPANY. In the event that the COUNTY determines that COMPANY is in violation of this paragraph, the COUNTY shall have the right to terminate this Agreement and to seek restitution of the funds paid by the COUNTY to COMPANY.

**Name or Location Change.** In the event COMPANY implements a change to the name of COMPANY or the location of COMPANY within or outside Palm Beach County, COMPANY must immediately provide the COUNTY with written verification regarding said change to the name and/or location of COMPANY upon it becoming official.

**Material Change of Circumstances.** COMPANY shall immediately notify the COUNTY of any material change of circumstances of COMPANY'S business operations in Palm Beach County. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of COMPANY to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of COMPANY'S assets for the benefit of creditors, the suspension, closing or cessation of operation of COMPANY, voluntary or involuntary bankruptcy or an assignment for the benefit of COMPANY'S creditors. In the event of a material change of circumstances, the COUNTY shall have the right to terminate this Agreement, whereupon the COUNTY shall have no further obligation to COMPANY under this Agreement.

**Entire Agreement Between Parties.** The COUNTY and COMPANY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**Performance: Time & Liability.** The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Invalid or Unenforceable Terms.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Defaults.** The occurrence of any one or more of the following events shall constitute a Default hereunder:



- A. Vacating, abandoning, or closing COMPANY'S business.
- B. Relocating COMPANY'S existing business in Palm Beach County outside Palm Beach County.
- C. The failure of COMPANY to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement to be observed or performed by COMPANY where such failure continues for a period of thirty (30) days after written notice thereof from the COUNTY to COMPANY; provided, however, that if the nature of COMPANY'S default is such that more than thirty (30) days are reasonably required for its cure, then COMPANY shall not be deemed to be in default if COMPANY commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.
- D. (i) The making by COMPANY of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against COMPANY of a petition to have the COMPANY adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COMPANY, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of COMPANY'S assets where possession is not restored to COMPANY within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of COMPANY'S assets located within Palm Beach County where such seizure is not discharged within thirty (30) days.
- E. The discovery by the COUNTY that any financial statement relating to this Agreement given to the COUNTY was materially false.

**Remedies.** In the event of a Default by COMPANY, the COUNTY may at any time thereafter terminate this Agreement. In such event, the COUNTY shall be entitled to recover immediately upon demand from COMPANY or any party joining in or consenting to this Agreement, all sums paid by the COUNTY to COMPANY pursuant to this Agreement.

**Law & Remedy.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Regulations.** COMPANY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include conflict of interest and collusion. COMPANY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may affect the services offered.

**Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, and to audit, investigate, monitor, and inspect the activities of the COMPANY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud in relation with this Agreement.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance 2009-049 as may be amended, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Indemnification & Hold Harmless.** COMPANY agrees to protect, defend, reimburse, indemnify and hold the COUNTY, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from the COUNTY which arise out of this Agreement. COMPANY recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the COUNTY in support of this clause in accordance with the laws of the State of Florida. This Paragraph shall survive the termination of the Agreement.

**Notice.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Sherry Howard, Director  
Palm Beach County Economic Development Office  
P.O. Box 1989 (10th floor)  
West Palm Beach, Florida 33402-1989

With a copy to:

Dawn Wynn, Assistant County Attorney  
County Attorney's Office  
301 N. Olive Ave ( 6<sup>th</sup> floor)  
West Palm Beach, FL 33401

And if sent to the COMPANY shall be mailed to (to be completed by COMPANY prior to execution):  
Patrice Boily, COO  
Garda USA, Inc.  
1390 Barre Street  
Montreal, QC Canada, H3C 1N4

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of Palm Beach County, and COMPANY has hereunto set its hand the day and year above written.

**ATTEST:**  
**SHARON R. BOCK,**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

**APPROVED AS TO TERMS AND CONDITIONS:**

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Director, Economic Development

By: \_\_\_\_\_  
County Attorney

**WITNESS FOR COMPANY:**

**COMPANY:**

**GARDA USA INC.**  
**Company Name**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**COMPANY SEAL**  
(Seal must be identical to COMPANY name. If seal is unavailable, COMPANY must draw seal. If not applicable, write N/A.)

**EXHIBIT "A"**

**JOB GROWTH INCENTIVE GRANT AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
GARDA USA INC.**

**COMPANY IDENTIFICATION AND INFORMATION**

QTI/QACF application: January 4, 2011

GARDA USA INC.

Existing Headquarters: Pasadena, California

Proposed Site: 3785 North Federal Highway, Boca Raton, Florida

Products/services involving  
COMPANY'S facilities  
in Palm Beach County:

The Company, Garda USA, Inc., national provider based in Pasadena, CA, is part of the multinational group Garda World Security Corporation, specializing in security and cash logistics, who supplies armoured transport, ATM maintenance, smart safes and cash processing services. The Company has major offices in New York and Chicago, and is locating a headquarters office in Boca Raton, Florida.

-----  
GARDA USA INC.  
Business:

Type: Delaware Corporation

State of Florida:

Status:  
Registration Date:  
(Registered with the Division of Corporations, Florida  
Department of State, in order to conduct business operations  
within the State of Florida)

Federal ID number:

98-0476633

## EXHIBIT "B"

### **JOB GROWTH INCENTIVE GRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND GARDA USA INC.**

#### **ELIGIBLE REIMBURSABLES**

The grant funds of this Agreement may be used to reimburse COMPANY for the following expenses associated with the expansion and/or relocation of COMPANY in Palm Beach County. Invoices submitted for reimbursement must be accompanied by copies of canceled checks, with the front and back sides of the canceled checks copied.

1. Payment of Impact Fees and Special Assessments
  - (a) Impact fees assessed by the COUNTY include fees for roads, parks, fire-rescue, libraries, law enforcement, and public buildings.
  - (b) Impact fees assessed by local governments and special assessments by special districts.
2. Land Improvement Costs
  - (a) Off-site land improvements.
  - (b) Road improvements.
  - (c) Construction of recreational facilities open to the public.
  - (d) Reimbursement for any government required dedications.
  - (e) Water and sewer connection fees.
  - (f) Telecommunication connection fees and costs.
  - (g) Infrastructure design and construction plan preparation.
  - (h) Drainage facilities in conjunction with new roadway construction or on-site improvements.
  - (i) Construction of new curbs, curb cuts, medians, shoulders and sidewalks.
  - (j) Relocating utilities to accommodate new roadway construction.
  - (k) Facade redevelopment in eligible community redevelopment agency or downtown development authority designated areas subject to prior approval of all governing bodies.
  - (l) Landscaping and road beautification costs.
  - (m) All fees and dedications required by entities other than the COUNTY are subject to prior approval by the Palm Beach County Economic Development Office.
  - (n) County permitting, licensing, or other approval costs associated with land improvement.
3. Environmental Compliance
  - (a) Costs associated with design and installation of equipment needed for compliance with existing federal, state, and local environmental standards.
  - (b) Costs associated with asbestos removal.
4. Leasehold Improvements
  - (a) Costs of improvements to leased property required by expansion or relocation, including wiring and other installation costs involving communication and computer systems.
5. Construction and Renovation Costs
  - (a) Costs of constructing or renovating the real property for which COMPANY must possess title, with such costs directly related to the expansion or relocation.
  - (b) Architect, design and technical fees associated with the expansion or relocation.
6. Employee Hiring and Training
  - (a) Costs associated with providing for employee hiring and training, such as advertising, job fairs, and reasonable hotel and transportation costs for employee recruitment and training. All out of town travel by trainers and trainees (new employees) directly necessitated by the expansion or relocation must be fully documented and will be reimbursed in accordance with the provisions of Florida Statute, Chap. 112, Part I, 112.061; [www.leg.state.fl.us](http://www.leg.state.fl.us) (Statutes & Constitution).
7. Relocating Company Assets
  - (a) Costs associated with relocation of company assets required by expansion or relocation.
8. Day Care
  - (a) Improvement costs associated with establishing a COMPANY sponsored day care facility for children of employees filling new jobs, with facility physically located on or adjacent to site of relocation or expansion project.
9. Local Match for State Tax Refund Program
  - (a) Up to 20% of State Tax refund subject to State Law and procedures established pursuant to the Job Growth Incentive Grant Program.

**EXHIBIT "C"**  
**JOB GROWTH INCENTIVE GRANT AGREEMENT**  
**BETWEEN PALM BEACH COUNTY AND**  
**GARDA USA INC.**

**JOB CREATION SCHEDULE**

Below is the State of Florida's projected job creation schedule and payment schedule. The information was given to the COUNTY by Enterprise Florida, Inc. (EFI), for Garda USA INC. Corporation's expansion project in Palm Beach County. Enterprise Florida is the public-private partnership responsible for leading Florida's statewide economic development efforts. Enterprise Florida works with a statewide network of regional and local economic development organizations to continually improve Florida's business climate and ensure its global competitiveness.

GARDA USA INC must adhere to the following schedule:

Create 100 new full time jobs by 06/30/2014

**Total:** 100 new full time jobs created by 06/30/2014

The job creation schedule leads to the following payment requirements by the COUNTY:

**SCHEDULE OF PAYMENTS**

Payments shall be made on an annual basis upon submission of the Performance Bond pursuant to Part X of this Agreement and upon submission of a Job Creation and Maintenance Report by the COMPANY which is properly documented and approved by the COUNTY. Final Payment shall be made upon submission of final audit. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE	PAYABLE TO
12/30/2011	30,000.00	30,000.00	To State Trust Fund (QTI Match)
12/30/2012	30,000.00	60,000.00	To State Trust Fund (QTI Match)
12/30/2013	37,500.00	97,500.00	To Company (Quick Action Closing Fund)
12/30/2014	37,500.00	135,000.00	To Company (Quick Action Closing Fund)
12/30/2015	37,500.00	172,500.00	To Company (Quick Action Closing Fund)
12/30/2016	37,500.00	210,000.00	To Company (Quick Action Closing Fund)

PLEASE NOTE: THE INFORMATION LISTED ABOVE IS THE APPROXIMATE DATES AND AMOUNTS BY WHICH THE COUNTY WILL BE REQUESTED TO PAY THE RESPECTIVE AMOUNTS.

RESOLUTION NO. R-2011-0078

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, CONCEPTUALLY APPROVING A \$40,000 JOB GROWTH INCENTIVE (JGI) GRANT AS A PORTION OF THE LOCAL MATCH FOR A STATE QUALIFIED TARGET INDUSTRY GRANT (QTI); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS, GARDA USA INC., a foreign profit corporation, has filed a Qualified Target Industry (QTI) Tax Refund Program application with Enterprise Florida, Inc., to seek State tax refunds not to exceed \$400,000, and for which the QTI Program requires that the local government provide a 20% local match of which 10% is being provided by the City of Boca Raton; and**

**WHEREAS, the Palm Beach County Job Growth Incentive (JGI) Grant Program is designed to motivate businesses by providing funding assistance to either relocate to or establish a facility in Palm Beach County or to help an existing local business with an expansion project which will result in the creation of full time jobs in Palm Beach County, increase the County's tax base, and strengthen and diversify the County's local economy; and**

**WHEREAS, GARDA USA INC. is considering locating a regional headquarters in Boca Raton; and**

**WHEREAS, the JGI Grant Agreement will require GARDA USA INC. to create 100 full time jobs by December 31, 2013; and maintain said jobs for ten years from the effective date of the agreement at the proposed facility, with the average wage commitment excluding benefits of the new jobs to be at least \$65,769 annually; and**

**WHEREAS, the business under consideration is a security/cash logistics business; and**

**WHEREAS, if so located, GARDA USA INC.'s regional office in Boca Raton will require that administrative staff as well as executives be relocated to the area; and**

**WHEREAS, if so located, GARDA USA INC. will commit to pay an average annual wage of \$65,769, which is more than 150% of the Statewide average wage; and**

**WHEREAS, the Palm Beach County Board of County Commissioners acknowledges that local participation is required and understood.**

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA that the Board hereby conceptually approves GARDA USA INC. as a QTI Business pursuant to s.288.106, Florida Statutes.**

**BE IT FURTHER RESOLVED that the local financial support in the amount of \$40,000, which equals 50% of the local contribution of the total tax refund granted to the QTI Tax Refund Program will be conceptually available pursuant to the Palm Beach County JGI Program and be paid to the Florida Economic Development Trust Fund with the stipulation that these funds are intended to represent 50% of the "local participation" required by s. 288.106, Florida Statutes. This resolution shall take effect immediately upon its adoption.**

The foregoing Resolution was offered by Commissioner Aaronson who moved its adoption. The motion was seconded by Commissioner Vana and, being put to a vote, the vote was as follows:

COMMISSIONER KAREN T. MARCUS, CHAIR	Aye
COMMISSIONER SHELLEY VANA, VICE CHAIR	Aye
COMMISSIONER PAULETTE BURDICK	Aye
COMMISSIONER STEVEN L. ABRAMS	Aye
COMMISSIONER BURT AARONSON	Aye
COMMISSIONER JESS R. SANTAMARIA	Aye
COMMISSIONER PRISCILLA A. TAYLOR	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 11th day of January, 2011.

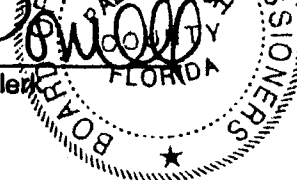
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

SHARON R. BOCK, CLERK & COMPTROLLER

By: Anne Kelly  
County Attorney *Lawson*

by: Mary Powell  
Deputy Clerk

The seal is circular with a double-line border. The outer ring contains the text "PALM BEACH COUNTY COMMISSIONERS" at the top and "FLORIDA" at the bottom, separated by a small star on the left. The center of the seal contains the text "PALM BEACH COUNTY" and "FLORIDA" in a smaller font, with a star at the bottom.

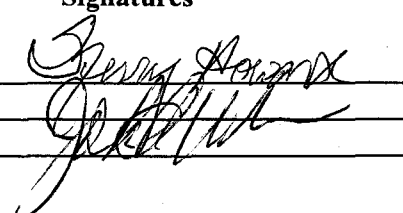
**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER**

FUND 0001 General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/01/2011	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>								
820-9100-9099	Tr To Economic Development Fd 1539	1,606,114	1,630,114	210,000		1,840,114	1,606,114	234,000
820-9900-9901	Contingency Reserves	20,000,000	19,571,579		210,000	19,361,579	0	
				<u>210,000</u>	<u>210,000</u>			
	<b>TOTALS</b>							

Administration  
INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted  
 2/23/11

Signatures  


Date  
2-23-2011  
2/25/11

By Board of County Commissioners  
 At Meeting of  
March 01, 2011  
 Deputy Clerk to the  
 Board of County Commissioners



11 - 0389

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

**FUND 1539 Economic Development Office**

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 2/01/2011	REMAINING BALANCE
<b>REVENUES</b>								
800-8000-8000	Tr Fr General Fund 0001	1,606,114	1,630,114	210,000	0	1,840,114		
<b>Total Receipts and Balances</b>		<b>6,112,075</b>	<b>6,136,075</b>	<b>210,000</b>	<b>0</b>	<b>6,346,075</b>		
<b>EXPENDITURES</b>								
764-1135-8201	Contributions-Non Gov't Agency	0	0	210,000	0	210,000	0	210,000
<b>Total Appropriations &amp; Expenditures</b>		<b>6,112,075</b>	<b>6,136,075</b>	<b>210,000</b>	<b>0</b>	<b>6,346,075</b>		

**ECONOMIC DEVELOPMENT OFFICE**

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

*B* 2/23/11

**Signatures & Dates**

*James Howard* 2/23/2011  
*[Signature]* 2/25/11

**By Board of County Commissioners**

**At Meeting of:**

March 01, 2011

**Deputy Clerk to the  
Board of County Commissioners**