



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>15,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>15,000</u>	_____	_____	_____	_____

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes  No

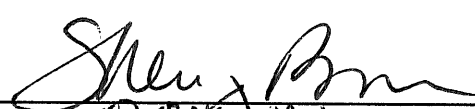
Budget Account No.: Fund Dept Unit ; Object Program Code  
0001 310 1700 3401


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

**C. Department Fiscal Review:**


**III. REVIEW COMMENTS**

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

  
OFMB KP REP DK 2/27/16  
4/21/16 (12)

 4/26/16  
Contract Administrator  
4/26/16

**B. Legal Sufficiency:**

 4/27/16  
Assistant County Attorney

**C. Other Department Review:**

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

**FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE PALM BEACH INTERNATIONAL AGRICULTURAL SUMMIT, INC.**

This Agreement is made as of the \_\_\_\_\_ day of April 2016, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and the Palm Beach International Agricultural Summit, Inc., a non-profit corporation authorized to do business in the State of Florida herein after referred to as the "Summit", both being referred to collectively as the "parties".

**WHEREAS**, the Summit is hosting a summit pre-event, a full-day conference focusing on agricultural issues entitled the Palm Beach International Agricultural Summit, and a post-event agricultural tour, beginning on May 3, 2016, and concluding on May 5, 2016, at various locations in Palm Beach County; and

**WHEREAS**, County wishes to support the Palm Beach International Agricultural Summit through both cash and in-kind support that will help offset the cost of the program designed to inform and educate the business community and public on the scope and impact of agricultural production in Palm Beach County; and

**WHEREAS**, the Board of County Commissioners, through its authorization of this funding agreement has determined a public purpose exists for this expenditure; and

**WHEREAS**, on March 22, 2016, the Board of County Commissioners authorized the County Administrator to execute a funding agreement for this purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

**Section 1. Recitals**

The above recitals are true and correct and are incorporated herein.

**Section 2. Term**

The term of this Agreement shall commence on the date of execution by the County and shall terminate on July 2, 2016.

**Section 3. Payment**

The total amount to be paid by the County to the Summit under this Agreement shall be fifteen thousand dollars (\$15,000). In addition, the County will provide In kind services to be agreed upon by both parties to Summit in an amount not to exceed \$10,000 to include but not be limited to printing, graphics and video production services. County shall make full payment to the Summit within 15 days of receipt of an invoice that includes documentation of services provided for the Palm Beach International Agricultural Summit and accompanying events as described herein. County may also request any additional documents it deems necessary to ensure services were performed by Summit in accordance with this Agreement.

#### **Section 4. Summit Obligations**

- A. Completion of the Palm Beach International Agricultural Summit.
- B. Marketing of the Palm Beach International Agricultural Summit.
- C. Recognition of Palm Beach County in all promotional materials published after this agreement date and at each Summit event.
- D. Inclusion of the Palm Beach County logo on all promotional materials published after this agreement date and compliance with County logo use and advertising policies.
- E. Reserve tables for the County consisting of 30 seats for the daylong Summit as part of the payment agreed to under Section 3.
- F. Reserve ten seats for the County for the opening night event as part of the payment agreed to under Section 3 .
- G. Reserve four seats for the County for the post Summit agricultural tour as part of the payment agreed to under Section 3 .
- H. Reserve three display booths for the County for the duration of the event.
- I. Provide one full-page ad in the event program.
- J. Prepare and submit final report by July 1, 2016, summarizing event activities and attendance, describing information and public opinions gathered during the event, and listing any service or program recommendations generated from the Palm Beach International Agricultural Summit.

#### **Section 5. County Obligations**

- A. Provide County logo to Summit suitable for publishing/printing.
- B. Provide In kind services to be agreed upon by both parties to Summit as part of the payment agreed to under Section 3 to include but not be limited to printing, graphics and video production services.
- C. At the request of the Summit, review and approve County listings in publications.
- D. Provide payment in accordance with Section 3 of this Agreement.

#### **Section 6. Termination**

This Agreement may be terminated by County upon ten (10) days prior written notice to the Summit's representative in the event of substantial failure by the Summit to perform in accordance with the terms of this Agreement. It may also be terminated, in whole or in part, by the Summit upon ten (10) days written notice to the County representative. In the event of termination of this Agreement by the Summit, the County shall be under no obligation to make any payment or provide any form of compensation under this Agreement and any compensation or payment provided by the County to the Summit shall be immediately returned to the County.

#### **Section 7. Indemnification**

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

**Section 8. Remedies**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this 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 hereafter existing at law or equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Summit.

**Section 9. Insurance**

- A. The Summit shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The Summit shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County’s review or acceptance of insurance maintained by the Summit are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Summit under the contract.
- B. **Commercial General Liability:** The Summit shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County’s Risk Management Department. The Summit shall provide this coverage on a primary basis.
- C. **Additional Insured** The Summit shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability policy. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” The Summit shall provide the Additional Insured endorsements coverage on a primary basis.

**Section 10. Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstance 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.

**Section 11. Notice**

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

If sent to the County, notices shall be addressed to:  
Ronald Rice, Director  
Palm Beach County Cooperative Extension  
559 N. Military Trail  
West Palm Beach, FL 33415

With a copy to:  
Palm Beach County Attorney's Office  
301 North Olive Ave. Suite 601  
West Palm Beach, Florida 33401

If sent to the Summit, notices shall be addressed to:  
Ellen Perry "Ellie" Marshall, Executive Director  
Palm Beach International Agricultural Summit  
218 Datura Street  
West Palm Beach, FL 33401

### **Section 12. Independent Contractor Relationship**

The Summit is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of County. The Summit does not have the power or authority to bind the County in any promise, agreement or representation.

### **Section 13. Entirety of Contractual Agreement**

The County and Summit 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.

### **Section 14. Nondiscrimination**

The Summit 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 or expression, or genetic information.

Summit has submitted to the County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Summit does not have a written non-discrimination policy or one that conforms to the County's policy, it shall acknowledge through a signed statement provided to County that Summit will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

### **Section 15. Inspector General**

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

**Section 16. Personnel**

The Summit represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All services required hereunder shall be performed by the Summit or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of Summit's personnel (and all subcontractors) while on County premises, will comply with all County requirements governing conduct, safety and security.

**Section. 17. Availability of Funds**

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

**Section 18. Successors and Assigns**

The County and Summit each binds itself and its partners, successor, 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 Summit shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**Section 19. Arrears**

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

**Section 20. Access and Audits**

Summit shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Summit's place of business.

**Section 21. Authority to Practice**

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

**Section 22. Regulations; Licensing Requirements**

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

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY  
FOR ITS BOARD OF  
COUNTY COMMISSIONERS:

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

By: Verdenia C. Baker  
Verdenia C. Baker, County Administrator

ATTEST:

Palm Beach International Agricultural Summit, Inc.

By: [Signature]  
Witness:  
Ellen Perry "Ellie" Marshall, Executive Director

By: [Signature]  
Mark Elhilow, Treasurer

[Signature]  
Witness

Date: 4/13/2016

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Annie Helfant  
Annie Helfant, Assistant County Attorney





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Commercial Lines - 800-990-7465 (CA DOI # 0G13561) Safehold Special Risk, Inc. 230 Commerce Way, Suite 230 Portsmouth, NH 03801	<b>CONTACT NAME:</b> Lori Potter <b>PHONE (A/C, No, Ext):</b> 603-559-1372 <b>FAX (A/C, No):</b> 855-529-7684 <b>E-MAIL ADDRESS:</b> lori.potter@safehold.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Comcast Spectacor, LP Global Spectrum, LP 3601 South Broad St. Philadelphia, PA 19148	<b>INSURER A :</b> NOVA Casualty Company	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 10404665                      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			WSE-CL-0010003-3	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, Employees and Agents are included as additional insureds only with respect to liability caused by the negligence of the named insured, but only with respect to the named insured's operations at the Palm Beach County Convention Center facility for the meeting event taking place on 5/3-4/2016.

<b>CERTIFICATE HOLDER</b> Economic Council of PBC, Inc. 1555 Palm Beach Lakes Blvd. Suite 400 WPB FL 33401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

(This certificate replaces certificate# 10393524 issued on 4/19/2016)

**NON-DISCRIMINATION POLICY**

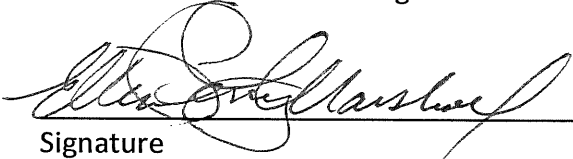
Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin,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

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

Check one:

- Summit hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or
- Summit does not have a written non-discrimination policy; however Summit affirms that its non-discrimination policy is in conformance with the above.

\_\_\_\_\_  
Palm Beach International Agricultural Summit, Inc.

  
\_\_\_\_\_  
Signature

*Ellen Perry Marshall*  
\_\_\_\_\_  
Name (type or print)

*Executive Director*  
\_\_\_\_\_  
Title

*4/20/2016*  
\_\_\_\_\_  
Date