

Background and Justification:

PBC OOR, in collaboration with the Compact, is organizing an event that will unite a diverse group of community stakeholders and professionals who are leaders in addressing climate change challenges. Compact member counties take turns hosting this annual event, with PBC hosting it virtually in 2021. This event will feature experts tackling critical issues such as rising greenhouse gas emissions, coastal erosion, water quality, energy systems, sustainable building practices, and waste reduction.

Participants will have the opportunity to share successful projects and the strategies employed to address these challenges. This exchange of information will enable PBC to forge and strengthen partnerships with leading private entities, community-based nonprofits, and government representatives at local, state, and federal levels.

The event aligns with PBC's core values of fundamental competence, unwavering commitment, creative leadership, and effective communication. It supports our strategic priorities in environmental protection, infrastructure, and economic development. As an annual gathering, this event is crucial for fostering a sustainable and resilient PBC, enabling collaborative efforts to adapt to, mitigate, and develop sustainable solutions for a changing climate.

CONTRACT FOR CONSULTING / PROFESSIONAL SERVICES

This Contract is made as of October 8, 2024 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the County, and the University of Florida Leadership and Education, Inc. (UFLEF), a not-for-profit corporation authorized to do business in the State of Florida, as a Direct Support Organization for the University of Florida Board of Trustees and administered by the Institute of Food and Agricultural Sciences (IFAS), hereinafter referred to as the Consultant, whose Federal I.D. is 59-3104978. The Office of Conferences and Institutes (OCI) serves as a full service conference and event planning agency with UFLEF.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 - SERVICES

The Consultant's responsibility under this Contract is to provide consulting / professional services in the area of event planning and management, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The County's representative / liaison during the performance of this Contract shall be Megan Houston, Director, Office of Resilience, telephone no. (561) 681-3812.

The Consultant's representative / liaison during the performance of this Contract shall be Beth Miller-Tipton, Director, University of Florida, IFAS, UFLEF Office of Conference and Institutes (OCI), telephone no. (352) 294-3581.

ARTICLE 2 - SCHEDULE

The Consultant shall commence services on execution of this contract by the Board of County Commissioners and complete all services by August 1, 2026.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Amount. The total amount to be paid by the County under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of one-hundred and fifty thousand Dollars (\$150,000).

The minimum fee for services specified in Exhibit A is \$120,000, which is based on a rate of \$200 per registrant. If total registrations (which include attendees and sponsors) exceed 600 people, the Consultant will charge an additional \$60 per registrant transaction (which includes attendees and sponsors), up to 300 additional registrants, for a total of 900 conference registrants.

The Consultant shall notify the County's representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The Consultant will bill the County as provided at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work upon completion of each Phase. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Direct Costs.** Direct costs for authorized Summit expense items shall be paid by the Consultant in accordance with ARTICLE 5 - PAYMENTS BY CONSULTANT. If at any time during the term of this Contract, the revenue collected pursuant to ARTICLE 4 - COLLECTION OF FEES BY CONSULTANT is insufficient for payment of Summit expense invoices, COUNTY shall make payment to the Consultant in the amount of the outstanding invoices. The Consultant shall provide sufficient supporting documentation including invoices to support payment.
- C. Invoices.** Invoices received from the Consultant pursuant to this Contract will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.
- D. Expenses.** "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed five thousand and 0/100 Dollars (\$5,000.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit B. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.
- E. Final Invoice.** In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the Consultant.

- F. **VSS Registration Required.** In order to do business with Palm Beach County, Consultants are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. If Consultant intends to use sub-consultants, Consultant must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize a contract award until the County has verified that the Consultant and all of its subconsultants are registered in VSS.

ARTICLE 4 - COLLECTION OF FEES BY CONSULTANT

- A. **Authorization.** The Consultant is authorized to solicit and secure sponsors for the Summit and to collect revenue from sponsorship fees in accordance with the County-approved sponsorship fee schedule. Additionally, the Consultant is authorized to collect a conference registration fee from all or some of the Summit attendees. Sponsorship and registration fees will be determined based on estimated budget and revenue projections to maintain a revenue-neutral event, pursuant to Exhibit A. No registration fees shall be solicited or collected without written authorization of the County and the implementation of a registration fee shall be at the sole discretion of the County. The Consultant may not charge a collection registration fee higher than an amount approved by the County.
- B. **Limitations.** The solicitation and securing of sponsors, exhibitors, vendors and advertisers shall be conducted as described in Article 1 and Exhibit A, Scope of Work/Services, and in adherence with policies, criteria, and fee schedule the County will develop in conjunction with the Consultant.
- C. **Revenue.** All revenue collected pursuant to this Article 4 shall be retained by the Consultant for the sole purpose of payment of Summit expenses itemized in Article 5 and the Scope of Work/Services. Any use, withdrawal or transfer of revenue collected pursuant to this Article shall be used in accordance with the provisions of Article 5. The Consultant is expressly prohibited from using revenue funds for any other purposes other than those described herein and any unexpended funds shall be transferred to the County at the time of submittal of final invoice.
- D. **Records.** The Consultant shall maintain detailed accounting records and receipts for collected fees sufficient for audit purposes.

ARTICLE 5 - PAYMENTS BY CONSULTANT

- A. **Expense Items.** The Consultant shall coordinate with the County on what types of expenses the Consultant shall pay directly. Upon County direction and approval, the Consultant shall use revenue collected pursuant to Article 4 for purpose of making authorized payments for the following Summit expense items:

- Postage
- Signage production
- Speaker travel and honorarium
- Registration software and user fees including credit card charges on incoming and refunded revenues
- Non-guest room hotel charges
- Hotel charges for VIP speakers
- Carbon offset, if applicable
- Expenses associated with printing materials including, but not limited to, the following: programs, speaker bios, handouts, name badges, signs, sponsor identification and information packets
- Program expenses
- Separate insurance policy premium

Note: Parties anticipate that the County will pay for certain expenses directly including venue rental fees, food & beverage, labor, piping and draping, and audio/visual needs.

- B. Approvals.** Advance written approval from the County is required prior to any payments made pursuant to this Article. Additional Summit expense items may only be approved by the County following receipt of a written request from the Consultant and upon a determination that the items are necessary or desirable for the success of the Summit.
- C. Records.** The Consultant shall maintain detailed accounting records and receipts of payments sufficient for audit purposes.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 - TERMINATION

This Contract may be terminated by the Consultant upon sixty (60) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the

County, with cause upon five (5) business days' written notice to the Consultant or without cause upon ten (10) business days' written notice to the Consultant.

Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, the Consultant shall:

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

ARTICLE 8 - PERSONNEL

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

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

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

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

All of the Consultant's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 9 - SUBCONTRACTING

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The Consultant is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

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

The following language only applies if the EBO Ordinance applies to the Contract:

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of the Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of Consultant from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small, minority, women owned business enterprise (S/M/WBE) participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The Consultant must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Attachment 1**, including the County's Request for Proposals (RFP) and the specifications set forth in Consultant's response to the RFP, which are both incorporated herein by reference. Failure to comply with this article is a material breach of this Contract. **(NOTE: If consultant has agreed to provide an API percentage that is higher than what was required by the County's Goal Setting Committee, then you must also state what the Consultant has agreed to on the API page, Attachment 1.)**

Consultant shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by the County's Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

Consultant shall pay subcontractors undisputed amounts within ten (10) days after County pays the Consultant. In the event of a disputed invoice, the Consultant shall send the subcontractor(s) and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

Consultant must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The Consultant agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event Consultant fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, Consultant shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the County, or any other applicable law.

The Office of EBO has the right to review Consultant's records and interview subcontractors.

ARTICLE 10 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 11 - AVAILABILITY OF FUNDS

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

ARTICLE 12 - INSURANCE

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

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

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political

Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. Workers’ Compensation Insurance & Employer’s Liability:** Consultant shall maintain Workers’ Compensation & Employer’s Liability in accordance with chapter 440, Florida Statutes, as may be amended.

- C. Professional Liability:** Consultant shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Consultant’s most recent annual report or audited financial statement. For policies written on a “claims-made” basis, Consultant warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims-made” form. If coverage is provided on a “claims-made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

- D. Waiver of Subrogation:** Except where prohibited by law, Consultant hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

- E. Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Contract, the Consultant shall deliver to the County or County’s designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

Palm Beach County
c/o Megan Houston, Director
Office of Resilience
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

- F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 13 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, OCI shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the negligence of OCI in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

This section shall survive termination or expiration of this Contract.

ARTICLE 14 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

The County and the Consultant 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 Contract.

Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 15 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the County and/or Consultant.

ARTICLE 16 - CONFLICT OF INTEREST

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

The Consultant shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE 17 - EXCUSABLE DELAYS

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

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

ARTICLE 18 - ARREARS

The Consultant 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. The Consultant further

warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation.

ARTICLE 21 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not

paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 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 Consultant, 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, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 23 - NONDISCRIMINATION

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

As a condition of entering into this Contract, the Consultant represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Consultant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Consultant retaliate against any person for reporting instances of such discrimination. The Consultant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Consultant understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract,

disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Consultant shall include this language in its subcontracts.

ARTICLE 24 - AUTHORITY TO PRACTICE

The Consultant 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 and approvals shall be submitted to the County's representative upon request.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26 - PUBLIC ENTITY CRIMES

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

ARTICLE 27 - MODIFICATIONS OF WORK

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

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

If the County elects to make the change, the County shall initiate a Contract amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Megan Houston
Director, Office of Resilience
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

Beth Miller-Tipton
Director, UF/IFAS Office of Conferences and Institutes
2311 Mowry Road, Bldg 78
PO Box 110750
Gainesville, FL 32611-0750

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the "Modifications of Work" article of this Contract.

ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK

The Consultant, Consultant's employees, subcontractors of Consultant and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as may be amended. The Consultant is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Consultant acknowledges that its Contract price includes any and all direct or

indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

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

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

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 32 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Consultant, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 33 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Consultant shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The Consultant is specifically required to:

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

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including

but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 34 - COUNTERPARTS

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

ARTICLE 35 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

County shall terminate this Contract if it has a good faith belief that Consultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Consultant's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Consultant to terminate its contract with the subconsultant and Consultant shall immediately terminate its contract with the subconsultant. If County terminates this Contract pursuant to the above, Consultant shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event

of such contract termination, Consultant shall also be liable for any additional costs incurred by County as a result of the termination.

ARTICLE 36 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 37 – HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of Page Intentionally Left Blank)

CONTRACT EXHIBIT A

SCOPE OF WORK

**Scope of Work (SOW)
Southeast Florida Regional Climate Change Compact (Climate Compact) –
Climate Summit 2025**

**Office of Resilience (OOR)
And
University of Florida Leadership & Education Foundation (UFLEF)
Office of Conferences and Institutes (OCI)**

I. Purpose

The University of Florida Leadership and Education Foundation, Inc. (UFLEF) is a non-profit corporation that operates as a Direct Support Organization for the University of Florida (UF) and that is administered by the University's Institute of Food and Agricultural Sciences (IFAS). The Office of Conferences and Institutes (OCI) serves as a full service conference-planning agency for UF/IFAS. The intent of this SOW is to provide a cooperative basis for the above-identified parties to plan and execute the Southeast Florida Climate Change Compact – Climate Summit 2025. The Climate Summit will feature numerous presenters and panel sessions aimed at updating participants on climate issues, highlighting successful or innovative projects, and promoting discussions and networking opportunities among both private and public attendees. It is estimated to be attended by approximately 600-750 people and is scheduled on December 16 and 17, 2025. This SOW outlines requirements for UFLEF/OCI's services which are being retained to organize the Climate Summit.

II. County Responsibilities

A. The County is responsible for communicating program details to UFLEF/OCI, as well as:

- Securing timely decisions to develop the overarching conference structure
- Assisting with the fundraising process by contacting previous and potential sponsors to ask if they would like to provide financial support
- Forming and managing committees as needed (sponsorship, program, etc.)
- Adhering to an established event planning timeline
- Participating in scheduled planning calls to discuss details and summit requirements. Specifically lead in the following: Developing program theme, panel topics and speaker suggestions

- Attending and delivering updates for Summit Planning Team calls and helping to coordinate appropriate follow-up tasks and activities as assigned (weekly, or as needed)
- Providing a list of contacts for publicizing event and emailing prior sponsors
- Developing the program agenda by identifying and confirming speakers and moderators
- Furnishing the list of invited speakers and moderators and detailed contact information
- Directing the consultant when to issue refunds and when to pay vendors
- Securing an executed agreement to reserve the venue between the County and the Palm Beach County Convention Center.
- Procure as needed for goods and services that require competitive procurement to comply with PBC Purchasing Code.
- Manage the Whova App content.

NOTE: The County acknowledges that failing to provide UFLEF/OCI with information and/or decisions in a timely manner can cause delays and impact project budgets. UFLEF/OCI will provide estimated timeframes and deadlines for critical decisions.

III. UF/IFAS OCI Responsibilities:

- **Task 1 - Meeting Logistics** (Produce blueprint of event specifications and solicit venue bids; negotiate contract to confirm dates and location; obtain event-specific insurance policy, contract w/additional vendors for services including but not limited to printing, food and beverage, lodging, audio visual equipment rental, poster board rental, etc.; develop menus, finalize event orders and meeting and function diagrams; confirm staff and VIP lodging arrangements; coordinate with hotels and County staff for room blocks and guest logistics.)
- **Task 2 - Marketing and Promotions** (Develop and maintain Climate Summit web site; develop and distribute email marketing notices to publicize conference.)
- **Task 3 – Website Completion** (Complete Climate Summit website with applicable informational menus, schedules, links and documents for registration and sponsorship.)
- **Task 4 - Sponsor Solicitation Infrastructure & Management** (Develop sponsor prospectus, sponsorship opportunities section of web site, help review solicitation lists and prepare communications documents, develop a template speaker request letter with all relevant details for the event, process invoicing, receipting and reporting to IRS, obtain logos, send follow-up reminders to communicate sponsor benefits and instructions for registration, hotel reservations and information on setting up sponsor displays; prepare audit pack for final accounting report.)
- **Task 5 - Financial Management** (Develop estimated event budget to project registration and sponsor revenues and itemize anticipated expenses; develop online forms to receive registrations

and sponsor payments, manage registration and sponsor payments, handle inquiries and registration replacements, create nametags, reports, certificates, make ongoing deposits, reconcile expense transactions to monthly bank statement, create final financial report, produce audit pack and maintain records for auditing purposes; reconcile registration fees paid by credit card with bank statement, manage e-commerce system, process POs and Invoices, manage ongoing reconciliation of revenue and expenses with accounting, reconcile and approve actual budget upon conclusion.)

- **Task 6 - Program Development** (Serve as point of contact for speakers, communicate with moderators, produce presenter instructional documents, assist program committee with agenda development process-provide guidance on innovative/interactive program design, develop ideas for “greening” of Summit such as carpooling, recycling of materials, use of renewable or recyclable products, use of electronic materials rather than printed, food recovery, etc., provide expert advice on best practices for agenda design and session timing/structure/format to Summit Planning Team, maintain agenda updates, finalize agenda; monitor and confirm registration and participation by all presenters and moderators, determine gifts (gift bags) to be distributed to attendees, establish resource to guide attendees for PBC OOR to add to Whova app; communicate speaker instructions and request speaker PowerPoint files, maintain updated agenda documents, finalize agenda; confirm registration by all presenters, serve as onsite POC to test speaker presentations and upload PPT files; upload PDFs of presenter files to web site within 90-days of conclusion.)

- **Task 7 - Exhibitor Management** (Diagram display space, develop exhibitor/sponsor display instructions, handle inquiries, assign display space, confirm display requirements, send follow-up reminders about using complimentary sponsor registrations, hotel reservations and information on setting up sponsor displays; serve as onsite point of contact.)

- **Task 8 – Onsite Management** (UFLEF/OCI staff will be assigned to provide onsite management of all activities. UFLEF/OCI will produce an onsite-staffing schedule projecting all costs for staff travel, lodging and meal per diem, which is charged to the conference as an “out-of-pocket” expense. UFLEF/OCI staff will be available to meet and greet, manage onsite registration, oversee meeting & function set-ups, conduct walk through for lights, sound and AV; oversee speaker PowerPoint presentations, flag nametags to alert staff to VIP’s, meet with photographer and review shot list, conduct pre-conference briefings with moderators, volunteers, AV technicians and staff; monitor venue service provided for meeting and meal functions; coordinate with press to provide them with press passes and maintain database of press in attendance; coordinate a “green room” for speakers before they go on stage.)

- **Task 9 - General Communications & Clerical Services** (Schedule and conduct planning calls; produce written recap of decisions made and action items, monitor status of action items, maintain administrative documents, coordinate internal staff for task completion, email updates to Summit Planning Team as needed.)

- **Task 10 – Event Close Out** (Convert presentations and event related files to PDF, issue VIP thank you emails, complete a summary report for the Climate Compact that will detail the number of attendees and event statistics, update final website.)

IV. Conference Budgeting & Financial Management

UFLEF/OCI will implement a detailed conference budget, based on input by the County, to guide all planning decisions. The County will support OCI in actively fundraising to secure sponsor donations. OCI will accept payment from sponsors. OCI will use past Summits to anticipate sponsorship and revenue totals, which OCI and the County will use to set registration fees that can provide for a revenue-neutral event. In the event fewer people register or less sponsorships are realized resulting in reduced income, OCI and the County will assess whether and to what extent expenses can be reduced and/or eliminated. In the unlikely event we are unable to restore the event budget to break-even status by cutting expenses, the County is responsible for covering a negative balance. UFLEF/OCI is not financially responsible for any debt incurred on behalf of the County to organize the symposium.

CONTRACT EXHIBIT B

**AGREEMENT TIMELINE: EFFECTIVE: October 8, 2024; EXPIRE: August 1, 2026
SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon completion of deliverables as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1 (October 8, 2024 thru December 16, 2024)

Task(s) to be Completed:

1. Meeting logistics (preliminary dialogue to finalize scope of work, event blueprint, negotiate host venue contract
2. Develop initial website (about, executive organizing committee, who will attend, benefits of attending, agenda at a glance, location/venue info, sponsorship opportunities, contact us)
3. Develop sponsor solicitation infrastructure on web site and prospectus
4. Marketing and Promotions (develop promotional post cards for distribution at December 16-18, 2024 conference in Key West, FL; Develop "Mark Your Calendar" announcement and call for sponsors and prepare for release.)

Compensation for Phase 1:	\$25,000
Completion Time:	November 15, 2024
Payment Due Date:	December 16, 2024

Deliverables: Completed event website and estimated event budget.

PHASE 2 (January 2025 thru July 2025)

Task(s) to be Completed:

5. Financial management (estimated event budget completion, online registration developed)
6. Program development (dialogue with confirmed panelists; expanded web page to include agenda and panelist and speaker bios; confirm keynotes)
7. Exhibitor management (ongoing solicitation and space blocking as sponsors are confirmed)

Compensation for Phase 2:	\$25,000
Completion Time:	July 29, 2025
Payment Due Date:	August 29, 2025

Deliverables: Finalize approved budget, open online registration, announce Opening and Closing Keynote, complete event agenda, and announce panel session lineup.

PHASE 3 (August 2025 thru November 2025)

Task(s) to be Completed:

8. Finalize travel and lodging arrangements for VIPs
9. Prepare for onsite management (finalize banquet event orders, audio visual serves, exhibit services order for sponsor displays, and order eco-friendly attendee materials)

Compensation for Phase 3: \$25,000*
Completion Time: November 14, 2025
Payment Due Date: December 16, 2025

Deliverables:

Preparing for onsite event (registration completions, nametag production, finalize banquet event orders for meal services, prepare final attendee communications with instructions for participation, order signage and finalize arrangements for audio visual services).

*Amount to be adjusted if registration and sponsorship fees collected to date are sufficient to cover anticipated expenses.

PHASE 4 (December 15, 2025 thru August 1, 2026)

Task(s) to be Completed:

10. Onsite management of event
11. Post-conference close-out

Compensation for Phase 4: \$TBD**
• Part A: \$45,000 remaining fee for 600 registrants**
• Part B: \$TBD Additional fee for each registrant above 600, at \$60 per registrant, up to 300 total additional registrants.
Completion Time: August 1, 2026

Note: Eligible out-of-pocket expenses include travel costs for up to five (5) OCI staff travel to attend and manage the Climate Summit for three nights.

Deliverables:

ONSITE MANAGEMENT: Manage and complete onsite event preparations including set-up of registration and meeting sessions, conduct walk through for lights, sounds and audio/video, manage attendee arrival and sponsor move-in, and monitoring of venue and meal services.

POST CONFERENCE CLOSE OUT: Pay vendors, finalize administrative documents, finalize registration balance due payments, reconcile account and prepare final budget; close out project and update website to contain post-conference files (photo gallery, speaker presentations, closing summary provided by client, etc.). Produce a final summary of conference totals, registrant makeup, sponsorship, and budget in a presentation or written format. Present findings to PBCOOR.

**Based on the fact registration and sponsor revenues are being collected by OCI, OCI should have a positive balance of revenues remaining in its account for this project. OCI will refund all remaining revenue to PBC within 30 days of receiving a signed Actual Budget.