

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 24, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Palm Beach County Cultural Council, Inc. for the period February 24, 2009, through December 30, 2009, in an amount not-to-exceed \$40,000 for funding of operating expenses and program costs.

Summary: This funding is to assist with operating expenses and program costs incurred by Palm Beach County Cultural Council, Inc. Cultural Councils' guidance and grants to small and emerging organizations, community cultural projects, children's and multicultural programs serve forty four grantees and thousands of program participants annually. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to October 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

Background and Justification: Palm Beach County Cultural Council, Inc. is a not-for-profit community-based organization that enhances the quality of life in Palm Beach County by creating a cultural destination through support, education, and the promotion of arts and culture within the County. Cultural Council seeks to preserve cultural heritage and traditions through the arts, significantly advance cultural opportunities for children and youth, and create opportunities for Palm Beach County residents to experience culturally diverse, innovative, and excellent cultural programs and projects.

Cultural Council's annual Category C-1 program budget is approximately \$320,000 for operating expenses, marketing and advertising, outside professional services (artistic, marketing/public relations, and other services), personnel costs, program space rental, travel costs, supplies, and other miscellaneous expenses. The \$40,000 from District 5 RAP funding will help offset expenses paid by the Cultural Council. The Agreement has been executed on behalf of Palm Beach County Cultural Council, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: _____

Department Director

2/2/09
Date

Approved by: _____

Assistant County Administrator

2/12/09
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE PALM BEACH
COUNTY CULTURAL COUNCIL, INC. FOR CULTURAL COUNCIL OPERATING
EXPENSES AND PROGRAMS**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Palm Beach County Cultural Council, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Cultural Council."

WITNESSETH:

WHEREAS, Cultural Council is a not-for-profit community-based organization that enhances the quality of life by creating a cultural destination through support, education, and the promotion of arts and culture within Palm Beach County; and

WHEREAS, Cultural Council provides guidance and grants to small and emerging organizations, community cultural projects, children's and multicultural programs; and

WHEREAS, Cultural Council, through its grant programs, seeks to preserve cultural heritage and traditions through arts, significantly advance cultural opportunities for children and youth, and create opportunities for Palm Beach County residents to experience culturally diverse, innovative, and excellent cultural programs and projects; and

WHEREAS, Cultural Council's annual Category C-1 program budget is approximately \$320,000 for operating expenses, marketing and advertising, outside professional services (artistic, marketing/public relations, and other services), personnel costs, program space rental, travel costs, supplies, and other miscellaneous expenses; and

WHEREAS, the services provided by Cultural Council Grantees benefit thousands of participants throughout Palm Beach County; and

WHEREAS, Cultural Council has requested funding in the amount of \$40,000 to help offset its program costs and operating expenses; and

WHEREAS, funding for the Cultural Council in the amount of \$40,000 is available from the Recreation Assistance Program (RAP) – District 5; and

WHEREAS, enhancement of the cultural life of South Floridians serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$40,000 to Cultural Council for operating expenses, marketing and advertising, outside professional services (artistic, marketing/public relations, and other services), personnel costs, program space rental, travel costs, supplies, and other miscellaneous expenses as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Cultural Council on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Cultural Council. Said information shall list each invoice paid by Cultural Council and shall include the vendor invoice number; invoice date; and the amount paid by Cultural Council along with the number and date of the respective check or proof of payment for said payment. Cultural Council shall attach a copy of each vendor invoice paid by Cultural Council along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Cultural Council's Program Administrator and Project Financial Officer shall certify the total funds spent by Cultural Council on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Cultural Council and approved by Cultural Council as indicated.

3. Cultural Council incurred expenses for the Project beginning on October 1, 2008. Those costs incurred by Cultural Council for the Project, approved and submitted accordingly by Cultural Council subsequent to October 1, 2008, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Cultural Council may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Cultural Council warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Cultural Council agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

7. Cultural Council shall be responsible for operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until December 30, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Cultural Council is in default of its obligations under this Agreement, the County shall provide Cultural Council thirty (30) days written notice to cure the default. In the event Cultural Council fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Cultural Council for the Project deemed to be in default and Cultural Council shall return any County RAP funds already collected by Cultural Council for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Cultural Council shall complete the Project by September 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2008, through September 30, 2009. Cultural Council shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Cultural Council may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Cultural Council's request for said extension.

12. In the event Cultural Council ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Cultural Council. The determination that Cultural Council has ceased or suspended the Project shall be made by County and Cultural Council agrees to be bound by County's determination.

13. Cultural Council agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Cultural Council. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Cultural Council is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Cultural Council shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Cultural Council, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Cultural Council is eligible to receive reimbursement from the County.

16. Cultural Council shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Cultural Council shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal, or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Cultural Council are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Cultural Council under this Agreement.

Commercial General Liability. Cultural Council 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.

Cultural Council shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Cultural Council shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Cultural Council shall provide this coverage on a primary basis.

Additional Insured. Cultural Council 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. 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." Cultural Council shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Cultural Council hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 Cultural Council shall agree to 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 when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Cultural Council enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Cultural Council shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL

33461, Attention: Administrative Support Manager.

Right to Review. 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, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Cultural Council shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Cultural Council shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Cultural Council, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Cultural Council may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Cultural Council 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Cultural Council:

CEO
Palm Beach County Cultural Council, Inc.
1555 Palm Beach Lakes Boulevard, Suite 300
West Palm Beach, FL 33401

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner John F. Koons, Chairman

WITNESSES:

PALM BEACH COUNTY CULTURAL COUNCIL, INC.
EIN Number: 59-1862336
By: Rena Blades
Name (Type or Print)
Title: CEO
By: [Signature]
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: [Signature]
Dennis Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

Name of Agency: Palm Beach County Cultural Council, Inc.

Mailing Address: 1555 Palm Beach Lakes Boulevard, Suite 300, West Palm Beach 33401

Federal Employer Identification Number: ~~65-0864009~~ 59-1862336

Name of President: Rena Blades

Name of Executive Director:

Project Liaison Information:

Name: KATHLEEN ALEX

Telephone #: (561) 471-1368

Fax #: (561) 687-9484

e-mail: kaalex@palmbeachculture.com

Purpose/Mission of Agency: THE PALM BEACH COUNTY CULTURAL COUNCIL, A COMMUNITY-BASED ORGANIZATION, ENHANCES THE QUALITY OF LIFE BY CREATING A CULTURAL DESTINATION THROUGH SUPPORT, EDUCATION AND PROMOTION OF ARTS AND CULTURE WITHIN PALM BEACH COUNTY.

PROJECT INFORMATION

1. Name of Project: Palm Beach County Cultural Council Programs
2. Project Description
 - General (Project Scope): CULTURAL DEVELOPMENT GRANT FUND: SMALL AND EMERGING ORGANIZATIONS, COMMUNITY CULTURAL PROJECTS; CHILDREN'S AND MULTICULTURAL GRANT PROGRAM
 - Public Purpose: THE GRANT PROGRAM SEEKS TO PRESERVE CULTURAL HERITAGE AND TRADITIONS THROUGH ARTS, SIGNIFICANTLY ADVANCE CULTURAL OPPORTUNITIES FOR CHILDREN AND YOUTH, AND TO CREATE OPPORTUNITIES FOR PALM BEACH COUNTY RESIDENTS TO EXPERIENCE CULTURALLY DIVERSE, INNOVATIVE AND EXCELLENT CULTURAL PROGRAMS AND PROJECTS.
 - Location and Date: VARIOUS VENUES IN PALM BEACH COUNTY, 10/1/08-9/30/09
 - Anticipated Number of Participants/Users: 44 GRANTEES / THOUSANDS OF PARTICIPANTS
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget amounts, operating expenses, MARKETING/ADVERTISING; OUTSIDE PROFESSIONAL SERVICES - ARTISTIC, MARKETING/PR, OTHER; PERSONNEL - ARTISTIC/TECHNICAL; PROGRAM SPACE RENTAL; TRAVEL/SUPPLIES/OTHER
4. Estimated Lump Sum Total for Project: \$ 320,000.
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 10/1/08 to 9/30/09

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment:
Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded \$40,000
District 5
(filled in by County)

Transfer from District 5 Gas Tax
Form available online by request. Contact Susan Yinger at vyinger@pbccgov.com

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/08

PRODUCER
USI Insurance Services LLC-SCL
All Commercial
200 West Cypress Creek Rd #500
Fort Lauderdale, FL 33309

INSURED
Palm Beach County Cultural Council, Inc
1555 Palm Beach Lakes Blvd.; Suite 900
West Palm Beach, FL 33401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Company of Reading	20427
INSURER B: Transportation Insurance Company	20494
INSURER C: Zenith Insurance Company	13269
INSURER D: Travelers Casualty & Surety Co. of A	31194
INSURER E:	

COVERAGES **COVERAGES AS OF 09/22/08**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	B2097240141	10/01/08	10/01/09	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B2097240141	10/01/08	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person) \$				
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	B2097240107	10/01/08	10/01/09	EACH OCCURRENCE \$1,000,000
	AGGREGATE \$1,000,000				
					\$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z832023817	10/01/08	10/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$100,000				
					E.L. DISEASE - EA EMPLOYEE \$100,000
					E.L. DISEASE - POLICY LIMIT \$500,000
D	OTHER D & O EPL/Fiduciary	105058928	01/01/08	01/01/10	1,000,000
					2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**** Workers Comp Information ****
Voluntary Compensation ; Other States Coverage
*Except 10 days notice of cancellation for non-payment of premium
(See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County c/o Tourist Development Council 1555 Palm Beach Lakes Blvd Suite 900 West Palm Beach, FL 33402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Jany Morris</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

County of Palm Beach Florida, Discover Palm Beach County dba Palm Beach Convention Center & Visitors Center, and Global Spectrum LP their officers, directors, agents and employees are additional insured.