Agenda Item: <u>3</u>[

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

The state of the s				AND AND SELECTION OF THE PROPERTY OF THE PROPE	
Meeting Date: July	/ 16, 2013 (X) Consen	t	() Regu	lar	
	() Worksł			c Hearing	
Department: Submitted E Submitted F			~		
	<u>I. EXECUT</u>	IVE BRIE	<u>IF</u>	The second secon	
Motion and Title: S	Staff recommends motion to	receive a	nd file: Fo	our (4) original docu	ments:
	reement with the Marine Inc. Lake Worth Lagoon Symposis				nty for
	eement with Florida Power as Symposium on May 15, 201		Company (I	FPL) for Sponsorship	of the
	eement with Chen Moore and on May 15, 2013, and;	d Associat	es for Spo	nsorship of the Lake	Worth
	reement with Rybovich Boar posium on May 15 2013.	t Compan	y, LLC fo	or Sponsorship of the	e Lake
approved a Resoluti ERM to execute Spe	December 18, 2012 (R2012) on delegating authority to to onsorship Agreements for the osted by the Department English	the Count ne provisio	y Adminison of bene	strator and the Directifits to a sponsor wh	etor of hen an
Background and Ju	stification: N/A				
 Sponsorship Agre Sponsorship Agre 	eement – Marine Industries A eement – Florida Power and I eement – Chen Moore and As eement – Rybovich Boat Con	Light Com ssociates	pany	Beach County	
Recommended by:	BIH All Department Director			6/12/13 Date	A CONTROL OF THE STATE OF THE S
	$(\wedge) $		-	(1.11.7	
Approved by: County Administrator Date				Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

	enditures Costs	\$1,000 \$1,000	2014	2015	2016	2017
NET FISCA	L IMPACT			***************************************		
	ONAL FTE S (Cumulative)		***************************************		***************************************	***************************************
Is Item Inclu	ided in Current	t Budget?	Yes _	X	No	
Budget Acco	ount No.:	Fund <u>1226</u> Program	Department .	380 Unit <u>32</u>	52_Object: <u>v</u>	<u>'ar</u>
В.	Recommende	d Sources of F	Tunds/Summa	ry of Fiscal In	ipact:	
,		NO fisco	al impac	+		
C.	Department F	Fiscal Review:	H			
		III. REVI	EW COMME	NTS		
A.	OFMB Fiscal	and /or Contr	act Dev. and	Control Comn	ients:	
<u>1</u>	OFMB (May wh	Day Contr	act Developme	Jocobo	\$6011E
В.	Legal Sufficie	ncy:	61° 4-21°	13 Diphus		7
	M	57	***			
	Assistant Cou	nty Attorney				
С.	Other Departs	ment Review:				
	Department D	irector	V-STANINI			

SPONSORSHIP AGREEMENT

BETWEEN PALM BEACH COUNTY AND <u>MARINE INDUSTRIES ASSOCIATION OF PALM BEACH COUNTY</u> FOR SPONSORSHIP OF THE LAKE WORTH LAGOON SYMPOSIUM ON MAY 15, 2013 ("Event")

This Agreement is made on this 2 day of 12 day of 13 by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and Marine Industries Association of Palm Beach County, an individual or corporation authorized to do business in the State of Florida, ("Sponsor"), both being referred to collectively as the "parties."

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

Section 1. Term.

The term of this Agreement shall commence upon execution by both parties and shall terminate on May 16, 2013.

Section 2. Sponsor's Responsibilities

Sponsor shall provide the County with credit card style USB drives valued at \$1,500 on or before May 13th for a Gold level sponsorship for the Event.

Section 3. County's Responsibilities

County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:

- A. Gold Level Logo and recognition on Event program and website, recognition during the Event, and an exhibit table or space for a free-standing display.
- B. Silver Level Logo and recognition on Event program and website, recognition during the Event, and an exhibit table.
- C. Bronze Level Logo and recognition on Event program and website. Recognition during the Event.

Section 4. Sponsorship Standards

- A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.
- B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.
- C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event.

 County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

Section 7. Indemnification

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

Section 8. Remedies

This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. 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.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

Director, Palm Beach County Department of Environmental Resources Management 2300 North Jog Road 4th floor West Palm Beach, FL 33411

facsimile: 561-233-2414

Sponsor:						
Marine	Industria	:s Ass	<i>pocieti</i> c	m at to	Im Beach	+ إمماء
Athn: A	1/455a Fi	-66~~0	·^)			
	70570					
Piviera	Beach	F_ ?	3419		,	
Facsimile:	561.86	3 00	21			

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement 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. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but 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 Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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 12. Entirety of Contractual Agreement

County and Sponsor 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WEREOF, The County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

SPONSOR

PALM BEACH COUNTY

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assist. County Attorney

Signature

RAYMOND F.

Name (type or print)

PRESIDENT

SPONSORSHIP AGREEMENT
BETWEEN PALM BEACH COUNTY AND Florids Power & Light Company
FOR SPONSORSHIP OF THE LAKE WORTH LAGOON SYMPOSIUM ON MAY 15, 2013 ("Event")

This Agreement is made on this $\frac{13}{13}$ day of $\frac{13}{13}$ by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and $\frac{13}{13}$ by and through its Board of County Commissioners, ("County") and $\frac{13}{13}$ by an angle of $\frac{13}{13}$ by an angle
authorized to do business in the State of Florida, ("Sponsor"), both being referred to collectively as the "parties."
NOW, THEREFORE, in consideration of the mutual covenants, promises and representation contained herein, the parties agree as follows:
Section 1. Term.
The term of this Agreement shall commence upon execution by both parties and shall terminate on May 15th. 2013.
Section 2. Sponsor's Responsibilities
Sponsor will pay County 500. Tupon execution of this Agreement for a 1 VVC level sponsorship for the Event. AND/OR Sponsor shall provide
Sponsor will pay County 500. upon execution of this Agreement for a \(\sums\) IVC level sponsorship for the Event. AND/OR Sponsor shall provide the County with \(\sums\) on April 6 for a iver evel sponsorship for the Event.
Section 3. County's Responsibilities
County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:
A. Gold Level – Logo and recognition on Event program and website, recognition during the Event, and an exhibit table or space for a
in a solution of the program and website, recognition during the Event, and an exhibit table or space for a

Section 4. Sponsorship Standards

- A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.
- B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.
- C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

Silver Level -- Logo and recognition on Event program and website, recognition during the Event, and an exhibit table.

Bronze Level - Logo and recognition on Event program and website. Recognition during the Event.

Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

Section 7. Indemnification

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

Section 8. Remedies

This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. 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.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

Director, Palm Beach County Department of Environmental Resources Management 2300 North Jog Road 4th floor West Palm Beach, FL 33411

Facsimile: 561-233-2414

Flouda Power & Light Company 700 UniverseBlud No Beach, Fr 3340B

Facsimile:

561-691-7049

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement 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. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but 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 Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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 12. Entirety of Contractual Agreement

County and Sponsor 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WEREOF, The County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

Signature

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assist. County Attorney

SPONSOR

Name (type or print)

Senior Environmental Specialist

SPONSORSHIP AGREEMENT

Chen Moore and Associates BETWEEN PALM BEACH COUNTY AND FOR SPONSORSHIP OF THE LAKE WORTH LAGOON SYMPOSIUM ON MAY 15, 2013 ("Event")

This Agreement is made on this $\frac{26}{}$ day of $\frac{April}{}$ 20 $\frac{13}{}$, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and $\frac{Chen}{}$ $\frac{April}{}$ \frac authorized to do business in the State of Florida, ("Sponsor"), both being referred to collectively as the "parties." NOW, THEREFORE, in consideration of the mutual covenants, promises and representation contained herein, the parties agree as follows: Section 1. Term. The term of this Agreement shall commence upon execution by both parties and shall terminate on 26 April Section 2. Sponsor's Responsibilities

Sponsor will pay County \$500 upon execution of this Agreement for a Silver level sponsorship for the Event. AND/OR Sponsor shall provide the County with \$500 _____for a silver level sponsorship for the Event. _ on ___

Section 3. County's Responsibilities

County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:

- A. Gold Level Logo and recognition on Event program and website, recognition during the Event, and an exhibit table or space for a freestanding display.
- Silver Level -- Logo and recognition on Event program and website, recognition during the Event, and an exhibit table.
- C. Bronze Level Logo and recognition on Event program and website. Recognition during the Event.

Section 4. Sponsorship Standards

- Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.
- Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.
- County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

Section 7. Indemnification

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

Section 8. Remedies

This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. 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.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

Director, Palm Beach County Department of Environmental Resources Management 2300 North Jog Road 4th floor West Palm Beach, FL 33411

Facsimile: 561-233-2414

Sponsor: Chen I

Facsimile:

Chen Moore and Associates

500 Australian Avenue South, Suite 710

West Palm Beach, FL 33401

Fax: (561) 746-8333

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement 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. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but 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 Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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 12. Entirety of Contractual Agreement

County and Sponsor 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WEREOF, The County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

ignature

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assist. County Attorney

SPONSOR

Signature

Peter Moore, P.E., LEED AP

Name (type or print)

President

SPONSORSHIP AGREEMENT BETWEEN PALM BEACH COUNTY AND RYBOVICH BOAT COMPANY LLC FOR SPONSORSHIP OF THE LAKE WORTH LAGOON SYMPOSIUM ON MAY 15, 2013 ("Event")

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

Section 1. Term.

The term of this Agreement shall commence upon execution by both parties and shall terminate on May 16, 2013.

Section 2. Sponsor's Responsibilities

Sponsor shall provide the County with <u>credit card style USB drives valued at \$1,000</u> on or before <u>May 13th</u> for a <u>Gold</u> level sponsorship for the

Section 3. County's Responsibilities

County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:

- A. Gold Level Logo and recognition on Event program and website, recognition during the Event, and an exhibit table or space for a free-standing display.
- B. Silver Level -- Logo and recognition on Event program and website, recognition during the Event, and an exhibit table.
- Bronze Level Logo and recognition on Event program and website. Recognition during the Event.

Section 4. Sponsorship Standards

- A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.
- B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.
- C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

Section 7. Indemnification

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

Section 8. Remedies

This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. 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.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

ENVIRONMENTAL RESOURCES MANAGEMENT

Director, Palm Beach County Department of Environmental Resources Management 2300 North Jog Road 4th floor West Palm Beach, FL 33411

Facsimile: 561-233-2414

Sponsor: Rybo vich Boar Compay LLC
4200 N. FLAGLEN MINES
West Poin Truch FC 33407
561-844-8 1800

Facsimile:

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement 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. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but 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 Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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 12. Entirety of Contractual Agreement

County and Sponsor 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WEREOF, The County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

ignature

ERM DWector
Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assist. County Attorney

SPONSOR

Signature

Name (type or print

	RESOLUTION NO. 2012- 1905
	3
	A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY ELOPID.
	COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE A STANDARD SPONSORSHIP ACREE TO EXECUTE A
	10 INOVIDING FOR AN EFFECTIVE DATE
	WHEREAS the Board of C
	of County Commissioners (BCC), through its Department of
	resource Management (ERM), is committed to a program of environmental
•	4 restoration and preservation and associated public awareness, outreach, and education; and
1	WHEREAS, upon receipt of a donation/sponsorship, ERM may enter into a standard
l	6 sponsorship agreement which allows the sponsor access to commercial and/or marketing
ı	potential associated with a specific environmental program or special event hosted by ERM;
1	and and
19	WHEREAS, ERM utilizes certain standard form documents in the conduct of its
20	business; and
21	WHEREAS, the delegation to the County Administrator or his designee the authority
22	to execute standard sponsorship agreements would eliminate the delays caused by requiring
23	such items be brought before the BCC for approval and would therefore be consistent with
24	the goal of the BCC to streamline the agenda process; and
25	WHEREAS, the BCC desires to authorize the County Administrator or his designee
26	to execute standard sponsorship agreements on behalf of the BCC for sponsorship benefit
27	appropriations based on the size and cost of the environmental restoration and preservation
28	program or special events hosted by ERM; and
29	WHEREAS, execution of standard sponsorship agreements does not constitute a
30	policy-making decision and is ministerial function which the BCC wishes to delegate.
31	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
32	COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:
33	Section 1: The foregoing recitals are hereby adopted and ratified
34 35 36	Section 2: The Board of County Commissioners adopts a standard sponsorship agreement in the form attached hereto and incorporated herein as Attachment "A-1".
37 38 39	Section 3: The BCC hereby authorizes the County Administrator or his designee to execute standard sponsorship agreements on behalf of the BCC.
10 11 -2	Section 4: It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material deviation from the approved standard terms and conditions of standard sponsorship agreement, then the

<u>.</u> 2.						
	1 approval of the BCC shall be required. The C					
:	approval of the BCC shall be required. The County Administrator's designee for purposes of this Resolution shall include the Director and Assistant Director of ERM.					
	3	CKM.				
	Section 5: If any section, sentence, clause, phrase, or word invalid or unconstitutional base 2	Section 5: If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction of				
	invalid or unconstitutional by a Court of competent jurisdiction, the way affect the validity of the remaining portion of this Pavolution	or this Resolution is held				
	way affect the validity of the remaining portion of this Resolution.	- one morning arrain mi no				
è	Section 6: Sponsorship form company					
5	Section 6: Sponsorship form agreements in an amount no below may be approved by the Director or Deputy Director agreements in an amount of \$10,001 up to \$50,000 must be	t to exceed \$10,000 and				
10	agreements in an amount of \$10,001 \$50,000	of ERM. Sponsorship				
11	Administrator. Sponsorship agreements in an amount of \$50,000 approved by the BCC.	ipproved by the County				
12 13	approved by the BCC.	to and above must be				
••						
14	The foregoing Resolution was offered by Commissioner	vlor, who				
15	moved its adoption. The motion was seconded by Commissioner	Berger				
16						
17	Commissioner Steven L. Abrams, Chairman	Aye				
18	Commissioner Priscilla A. Taylor, Vice Chair	Aye				
19	Commissioner Hal R. Valeche	Ave				
20	Commissioner Paulette Burdick	3.7				
٥.		Aye				
21	Commissioner Shelley Vana					
22	Commission	Aye				
	Commissioner Mary Lou Berger	Aye				
23	Commissioner Jess R. Santamaria					
		Aye				
24	The Chairman thereupon declared the Resolution duly pa	ssed and adopted this				
25	18th day of December , 2012	and product this				
26						
20						
27	APPROVED AS TO FORM AND PALM REACH COUNTY					
28	FEAT CHECKENS	FLORIDA BY ITS				
29	BOARD OF COUNTY CO	MMISSIONERS				
30		STATE OF LAND				
31 32	Sharon R. Bock, Clerk & Co	impiroller O				
33	By Man The Man Town Town	DOMAN ARE				
34	Assistant Court	Muller is				
35	Assistant County Attorney Deputy Clerk	- COMIDA!				
	V_{i})				