

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$20,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$20,000				
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account No:
 Fund Dept Unit Organization Object
 0001 310 1700 3401

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

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 1/16/18
 OFMB (RD) 112 gadd 1/11

[Signature] 1/18/18
 Contract Dev. & Control
 1/18/18 *[Signature]*

B. Legal Sufficiency

Anne Delgant 1-19-18
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**PALM BEACH COUNTY
AGRICULTURAL ECONOMIC DEVELOPMENT**

GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and the Western Palm Beach County Farm Bureau, Inc., a not-for-profit corporation (Federal I.D. Number 59-0865201), having its principal address at 3019 State Road 15, Belle Glade, Florida 33430, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, it is the policy of the COUNTY to stimulate and encourage the agricultural economic growth in Palm Beach County; and

WHEREAS, the Board of County Commissioners has determined that providing assistance and support to agriculture is essential to a stronger, more balanced and stable economy in Palm Beach County; and

WHEREAS, GRANTEE wishes to provide assistance and support in agricultural economic growth by participating in the agricultural revitalization of a development region within COUNTY'S geographic boundaries by increasing public awareness of local agriculture of sweet corn; and

WHEREAS, the Board of County Commissioners has determined that the GRANTEE is best able to provide such assistance and support; and

WHEREAS, the Board of County Commissioners has determined it is in the public's best interests to award a grant to the GRANTEE to conduct the 2018 Palm Beach County Sweet Corn Fiesta.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereby agree to the following:

I. RECITALS

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

II. TERM

This Agreement shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners, and shall continue in full force and in effect until September 30, 2018, unless otherwise terminated as provided herein. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

III. GRANTEE'S PERFORMANCE OBLIGATIONS

GRANTEE shall conduct agricultural revitalization activities which includes organizing, financing, implementing, and maintaining the 2018 Sweet Corn Fiesta in Palm Beach County, which will take place at the Palm Beach County Fairgrounds on April 29, 2018 (hereinafter "Project"), as more specifically described in the Project Description, which is attached hereto and incorporated herein as Exhibit A. GRANTEE shall complete the Project in accordance with the terms and conditions of this Agreement.

IV. COUNTY'S OBLIGATIONS

COUNTY shall reimburse GRANTEE an amount not to exceed Twenty Thousand Dollars (\$20,000.00) ("Grant Award") for the Project, provided GRANTEE performs pursuant to the terms and conditions of this Agreement. In no event shall the reimbursement made to GRANTEE pursuant to this Agreement exceed the Grant Award. GRANTEE agrees that the extent of COUNTY'S responsibility under this Agreement shall be limited solely to funding, as stated herein.

V. PAYMENT PROCEDURES

A. Reimbursement of Eligible Expenses. GRANTEE shall only be entitled to receive the Grant Award as reimbursement of eligible expenses which are directly related to the Project as set forth in Exhibit A. Eligible expenses incurred by GRANTEE between April 1, 2018 and August 31, 2018, will be eligible for reimbursement.

B. Proper Documentation of Expenses. Requests for reimbursement of eligible expenses shall be submitted to COUNTY, and shall be accompanied by paid invoices, checks, payroll records, or such other documentation which is acceptable in form and detail to the COUNTY to provide for verification that the services and/or materials have been performed and/or received by GRANTEE. GRANTEE shall provide COUNTY with any further documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from GRANTEE pursuant to this Agreement will be reviewed and approved by the COUNTY to verify that all services have been rendered in conformity with this Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following COUNTY approval. In no event shall COUNTY provide advance funding to GRANTEE.

C. Final Invoice. In order for COUNTY and GRANTEE to close their books and records, GRANTEE shall clearly state a final invoice on GRANTEE'S final/last billing to the COUNTY. This shall constitute GRANTEE'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 GRANTEE.

D. Reimbursement Deadline. Requests for payment of eligible expenses shall not be honored if received by COUNTY later than August 31, 2018. If GRANTEE fails to submit any requests for payment of eligible expenses by August 31, 2018, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.

E. Repayment of Funds. GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration or termination of this Agreement. GRANTEE shall also be liable to repay COUNTY for any lost or stolen funds. Any funds which are to be repaid to COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to the COUNTY, within ten (10) days of the COUNTY'S demand. Nothing contained herein shall act as a limitation of the COUNTY'S right to be repaid, as a waiver of any rights of the COUNTY or exclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

VI. TERMINATION

COUNTY may terminate this Agreement upon thirty (30) days written notice to GRANTEE. Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder.

VII. REMEDIES AND RIGHTS

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now 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.

VIII. GRANTEE'S DEFAULT

A. **Nature of Default Notice.** In the event GRANTEE fails to comply with the terms and conditions of this Agreement, COUNTY shall provide GRANTEE with notice detailing the nature of the default, whereupon GRANTEE shall have thirty (30) days within which to cure the default.

B. **Fail to Cure Default.** In the event GRANTEE fails to cure the default within the specified time frame, COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE; terminate this Agreement; demand a refund of the Grant Award; and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement. The Effective Date of the termination shall be the date of the notice of termination by COUNTY.

IX. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

A. COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the County Internal Auditor, at any time the County deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

B. GRANTEE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by GRANTEE, GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

X. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of COUNTY, in addition to any other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

XI. INDEMNIFICATION

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages, or causes of action of every kind or character, including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of GRANTEE'S performance of the terms of this Agreement or due to the acts or omissions of GRANTEE. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of

good and valuable consideration provided by the COUNTY in support of this obligation in accordance with the laws of the State of Florida. GRANTEE'S aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in section, 768.28 Florida Statutes, be altered or waived due to the foregoing indemnification. This paragraph shall survive the expiration or termination of this Agreement.

XII. GRANTEE INSURANCE REQUIREMENTS:

GRANTEE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Agreement insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under this Agreement.

A. Commercial General Liability GRANTEE shall maintain Commercial General Liability at a limit of liability not less than \$500,000 per occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. Worker's Compensation Insurance & Employers Liability GRANTEE shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

C. Additional Insured GRANTEE shall endorse the COUNTY as an Additional Insured with CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured shall read Palm Beach County Board of County Commissioners.

D. Waiver of Subrogation. GRANTEE 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 GRANTEE 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, which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should GRANTEE enter into such an agreement on a pre-loss basis.

E. Certificate(s) of Insurance. Immediately following notification of the award of this Agreement, GRANTEE shall deliver to COUNTY a Certificate(s) of Insurance 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) shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate Holder shall be:

Palm Beach County
Office of Agricultural Economic Development
559 N Military Trail
West Palm Beach, Florida 33415

F. Right to Review. COUNTY, by and through its Risk Management Department, in cooperation with the Office of Agricultural Economic Development, 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 life 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.

XIII. AVAILABILITY OF FUNDS

The COUNTY'S performance to pay under this Agreement is subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

XIV. NONDISCRIMINATION

GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

XV. INDEPENDENT CONTRACTOR

GRANTEE is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to GRANTEE'S sole direction, supervision, and control. GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects GRANTEE'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 COUNTY.

GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

XVI. PERSONNEL

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

All of the services required hereinunder shall be performed by GRANTEE or under its supervision, and 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.

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

All of GRANTEE'S personnel and all Subcontractors while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

XVII. ARREARS

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

XVIII. COMPLIANCE WITH CODES AND LAWS

GRANTEE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

XIX. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, GRANTEE shall have its contractors certify that their 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

XX. SEVERABILITY

If any section, paragraph, sentence, clause, or provision of this Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XXI. ENTIRE AGREEMENT

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

XXII. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

XXIII. SUCCESSORS AND ASSIGNS

The COUNTY and GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY or GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the GRANTEE.

XXIV. HEADINGS

The paragraph headings or captions appearing in this Agreement are for convenience and ease of reference only, are not part of this Agreement, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

XXV. MODIFICATION AND AMENDMENT

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

XXVI. NOTICE

All notices required to be given under this Agreement, shall be in writing and shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to

such party:

Arthur Kirstein, IV
Agricultural Economic Development Coordinator
Cooperative Extension Service
559 N Military Trail
West Palm Beach, Florida 33415
561.233.1715

and if sent to the GRANTEE shall be mailed to:

Ann Holt, Co-Chair
Sweet Corn Fiesta Committee
Western Palm Beach County Farm Bureau
3019 State Road 15, Suite 5
Belle Glade, Florida 33430
561.996.0343

Either party may from time to time change the address to which notice under this Agreement shall be given upon three (3) days prior written notice to the other party.

XXVII. INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

XXVIII. NO THIRD PARTY BENEFICIARY

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

(Remainder of this page was left blank intentionally)

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

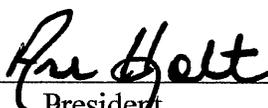
By: _____
Melissa McKinlay, Mayor

ATTEST:

Western Palm Beach County Farm Bureau,
Inc.
Federal I.D. Number 59-0865201



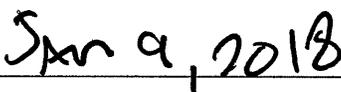
Witness

By: 

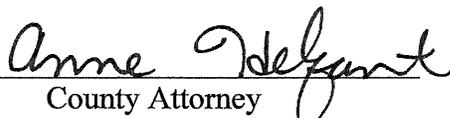
President



Witness

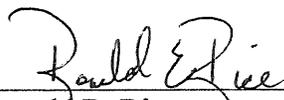
Date: 

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 

Ronald R. Rice
Department Director

EXHIBIT A

PROJECT DESCRIPTION AND GRANT UTILIZATION

Project: Palm Beach County leads the United States in the production of fresh sweet corn. During the 2016-17 it cultivated approximately 13% of the total sweet corn grown nationally. With the goal of creating awareness and therefore stimulating and increasing consumer demand for this economically important local industry, the Western Palm Beach County Farm Bureau has organized the Palm Beach County Sweet Corn Fiesta. This yearly event demographically targets the urban coastal region of the county and the residents of the state as to the importance to Palm Beach County of the corn industry and agriculture in general. Based on our 2016-17 estimates, fresh sweet corn is Palm Beach County's second largest agricultural crop.

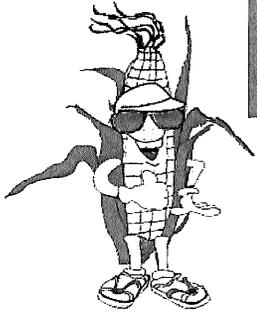
ELIGIBLE EXPENSES LIST:

Tents	\$ 3,000
Advertising Newspaper/radio	\$ 8,500
Trophies and awards/ribbons	\$ 600
Entertainment and Kids Rides	\$ 7,900
TOTAL	\$ 20,000 (Amount requested from PBC)

Site Location: Palm Beach County Fairgrounds

Contact:

Ms. Ann Holt
Sweet Corn Fiesta, Co-Chair
Western Palm Beach County Farm Bureau
3019 State Road 15, Belle Glade, FL 33430
Phone: 561.996.0343
Fax: 561.996.9911



SWEET CORN FIESTA



**Western Palm Beach County Farm Bureau
3019 State Road 15 • Belle Glade, FL 33430
Office: (561) 996-0343 • Fax: (561) 996-9911**

November 06, 2017

Palm Beach County Ag Enhancement Council
Attn: Arthur Kirstein
West Palm Beach, Florida

Re: Grant Proposal \$20,000

We would like to make a request for a \$20,000 grant on behalf of the Sweet Corn Fiesta Committee and the Western Palm Beach County Farm Bureau to help with advertising expense and promotion for the 18th Annual Sweet Corn Fiesta, April 29th, 2018.

Our event is the only one of its kind in the state of Florida which promotes a Palm Beach County Crop for which we rank Number One not only in this state but the world! It has attracted a loyal following that make annual trips to our county to attend this one day, once a year event.

The Sweet Corn Fiesta is a important cultural event supporting our agricultural heritage and celebrates its historic significances to Palm Beach County and the state of Florida. Proceeds from this event benefit agriculture education, local soup kitchens, Future Farmers of America and our Leadership Development Programs. The Western Palm Beach County Farm Bureau and the Sweet Corn Fiesta Committee are very proud to be able to give back to our community.

Sincerely,

Ann Holt
Chair

Eva Webb
Co-Chair



**WESTERN
PALM
BEACH
COUNTY
FARM
BUREAU**



2018 Sweet Corn Fiesta Grant Expense List

Requested Funding

Tents	3,000
Advertising	8,500
Trophies and awards/ribbons	600
Entertainment and Kids Rides	7,900
TOTAL GRANT REQUEST	\$20,000



**County Cooperative
Extension Service**

559 North Military Trail
West Palm Beach, FL 33415-1311
(561) 233-1712
Fax: (561) 233-1768
www.pbcgov.com/coextension



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

December 19, 2017

Mayor Melissa McKinlay
301 N. Olive
West Palm Beach, FL 33401

Dear Mayor McKinlay:

The Western Palm Beach County Farm Bureau has requested grant funding of \$20,000 to assist with the 2018 South Florida Sweet Corn Fiesta on April 29, 2018 as a promotional event for the largest vegetable crop in the county. This is the 18th year this event has been staged at the South Florida Fairgrounds.

On November 15, 2017, the Western Palm Beach County Farm Bureau presented this request to the Agricultural Enhancement Council for their consideration and support. In view that the majority of the Council are members of Farm Bureau and therefore must abstain from voting on this issue, no quorum was attained. It is therefore that this recommendation is being forwarded by the Agricultural Economic Development Staff to the Board of County Commissioners to consider approval of this grant from Agricultural Economic Development Program funds.

Yours truly,

A handwritten signature in black ink, appearing to read "Arthur Kirstein, IV".

Arthur Kirstein, IV
Coordinator
Office of Agricultural Economic Development

cc/ Vice Mayor Bernard
Commissioner Valeche
Commissioner Burdick
Commissioner Kerner
Commissioner Abrams
Commissioner Berger
Verdenia C. Baker
Todd Bonlarron