



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$35,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	\$35,000	_____	_____	_____	_____

# 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 1232 Department 380 Unit 3252 Object 3401 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
\$35,000 Manatee Protection Fund

**C. Department Fiscal Review:**

S. Neary

**III. REVIEW COMMENTS**

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

Lisa Mante 7/21/21  
OFMB QA 7.21.21  
Reviewed  
7/21/21

Joe S. Jacobson 8/4/21  
Contract Development & Control  
8-4-21 TW

**B. Legal Sufficiency:**

Paul Bunn for S. Stone 8/4/21  
Assistant County Attorney

**C. Other Department Review:**

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

ATTACHMENT 1

(Revised 1/28/2021)

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the 15 day of July, 2021, 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 Foundation, 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 within 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 professional/consultation 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 Deborah Drum, Director, Environmental Resources Management, telephone no. (561) 233-2400.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Beth Miller-Tipton, Director, University of Florida, IFAS, UFLEF Office of Conferences and Institutes (OCI) telephone no. (352) 392-5930.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon execution of this contract by the Board of County Commissioners and complete all services by April 8, 2023.

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. 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 Thirty-Five Thousand Dollars (\$35,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY as set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of

*(Revised 1/28/2021)*

the billing date.

- B. 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.
- C. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges, and miscellaneous supplies will not be reimbursed under this Contract.
- D. 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.
- E. 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.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. 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 sub-consultants are registered in VSS.

#### **ARTICLE 4 - 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 4 within three (3) years following final payment.

#### **ARTICLE 5 - 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.

In the event the COUNTY should cancel without cause, the COUNTY will be responsible for payment of all expenses incurred as of the termination date. Any remaining direct and indirect costs associated with the cancellation of the event and after the termination date shall be itemized by the CONSULTANT and submitted to the COUNTY as specified above within ten (10) business days of termination date. Direct and indirect costs would be limited to those resulting from cancellation of the event itself, including detailed labor costs, the cancellation of any venue and vendor contracts and any uninsured or non-refundable deposits, and online fees to refund applicable registration fees. The County, at its sole discretion, would review and approve justified direct and indirect costs resulting from the cancellation of the event up to the contract not-to-exceed value.

#### ARTICLE 6 - 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 herein under 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 7 - 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 the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

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.

## ARTICLE 8 - 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 9 - 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 10 - INSURANCE

- A. CONSULTANT shall agree to maintain in full force and effect at all times during the term of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT 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 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.
- B. Commercial General Liability CONSULTANT shall maintain Commercial General Liability insurance at a limit of liability not less than \$1,000,000 Each Occurrence.
- C. Waiver of Subrogation CONSULTANT 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 to the policy, then CONSULTANT 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 specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- D. Certificate(s) of Insurance Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect.

The certificate of insurance shall be issued to:

Palm Beach County  
c/o Deborah Drum, Director  
Environmental Resources Management  
2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743

- E. 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 Contract. 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.

#### ARTICLE 11 - INDEMNIFICATION

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

Each party to this Agreement agrees to be fully responsible for its acts or omissions or its agents' acts or omissions when acting within the scope of employment or agency and agrees to be liable for any damages resulting from said acts or omissions. Nothing in the Agreement is intended to serve as a waiver of sovereign immunity by the University of Florida Board of Trustees, the University of Florida, or the Florida Board of Governors. Nothing in this Agreement shall be construed as consent by a state agency, public corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.

#### ARTICLE 12 - SUCCESSORS AND ASSIGNS

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 13 - REMEDIES

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 14 - 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. 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 15 - EXCUSABLE DELAYS**

The Parties 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 Parties or their 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 including COVID-19 and related issues, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions or any other emergency of a comparable nature beyond the parties' control, making it impossible or illegal for either Party to perform its obligations under this Agreement.

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 16 - 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 17 - 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, 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 amended.

#### **ARTICLE 18 - 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 19 - 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 20 - ACCESS AND AUDITS**

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 section 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, 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 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, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 - 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 22 - 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 23 - 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 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, 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 F.S. 287.133(3)(a).

#### **ARTICLE 25 - 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 26 - 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:

Ms. Deborah Drum  
Director, Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

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:

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

#### **ARTICLE 27 - 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 Article 25- Modifications of Work.

#### **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), 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 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 Section 2-371 - 2-377, as 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 29 - 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 30 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, 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 F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), 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 F.S. 287.135, 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 F.S. 215.473 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 F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. 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 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, F.S., 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 32 - 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 33 - 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 beginning January 1, 2021, 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 beginning January 1, 2021, 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)(k), 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.

**(Remainder of Page Intentionally Left Blank)**

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

ATTEST:  
JOSEPH ABRUZZO  
CLERK OF CIRCUIT COURT  
& COMPTROLLER

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

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Dave Kerner, Mayor

WITNESS:  
  
Signature

Lola Kimberly Brand  
Name (type or print)

  
Signature

Kyle Pitman  
Name (type or print)

CONSULTANT:  
LIFLEF, Inc.  
Company Name

  
Signature

Beth Miller-Tipton  
Typed Name

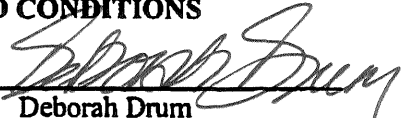
Director, Office of Conferences & Institutes  
on behalf of the University of Florida Leadership  
and Education Foundation, Inc.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
Scott Stone  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By   
Deborah Drum

Department Director, Environmental Resources Management



**Scope of Work (SOW)  
Lake Worth Lagoon Science Symposium**

**Department of Environmental Resources Management (ERM)  
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 Lake Worth Lagoon Initiative Science Symposium where researchers can present the latest results of their research and findings. It is estimated the Symposium will be attended by approximately 250 people and is anticipated to be scheduled in December of 2022 with exact dates and a location yet to be determined. This SOW outlines requirements for UFLEF/OCI's services which are being retained to organize the Symposium.

**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
- Overseeing the fundraising process by contacting previous and potential sponsors to confirm 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 symposium requirements
- 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 to UFLEF/OCI as per the timeline

NOTE: In the event UFLEF/OCI is not provided with information and/or decisions in a timely manner, it is understood UFLEF/OCI is authorized to make executive decisions in the best interest of the group. UFLEF/OCI will notify County in writing if executive decisions are to be made.

**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 banquet event orders and meeting and function diagrams; confirm staff and VIP lodging arrangements)
- **Task 2 - Marketing and Promotions** (Develop and maintain symposium web site; develop and distribute email marketing notices to publicize conference)
- **Task 3 – Website Completion** (Complete Symposium website with applicable informational menus, schedules, links and documents for registration, sponsorship and abstract submittal).
- **Task 4 - Sponsor Solicitation Infrastructure & Management** (Develop sponsor prospectus, sponsorship opportunities section of web site, help review solicitation lists and prepare communications documents, 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** (Set up Call for Abstracts infrastructure on web site; manage receipt of abstract submissions, serve as point of contact for speakers and poster presenters; communicate with moderators, produce presenter instructional documents, assist program committee with agenda development process, maintain agenda updates, finalize agenda; monitor and confirm registration and participation by all presenters and moderators; produce numbered poster directory; compile abstracts in alphabetical order as electronic searchable PDF – not to be printed) 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** (Three 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 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

## EXHIBIT "A"

moderators, volunteers, AV technicians and staff; monitor venue service provided for meeting and meal functions)

- **Task 9 - General Communications & Clerical Services** (Schedule and conduct planning calls; produce meeting minutes, monitor status of action items, maintain administrative documents, coordinate internal staff for task completion)
- **Task 10 – Event Close Out** (Convert presentations and event related files to PDF, 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 actively fundraise to secure sponsor donations, for which payments must be received in-hand by UFLEF/OCI in order to be included in revenue totals used to determine registration fees. The online registration form will not be activated, nor will registration fees be publicized, using fee amounts that when combined with actual collected sponsorship payments, do not yield a positive budget balance. This ensures the combination of both revenue sources, sponsorship and registration fees, will be enough to cover all anticipated conference expenses. In the event fewer people register or less sponsorships are realized resulting in reduced registration income, expenses will be reduced and/or eliminated until the shortfall is mitigated and the budget is in the black. 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.

**EXHIBIT "B"**

**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**

Task(s) to be Completed:

1. Meeting Logistics (event date, negotiate host venue contract, secure event-specific insurance policy, secure vendors)
2. Marketing and Promotions (develop event website and basic outline)

Completion Time: December 1, 2021  
Compensation for Phase 1: \$10,000

Deliverables: Blueprint of event specifications, finalized contracts for venue and vendors, and draft event website.

**PHASE 2**

Task(s) to be Completed:

3. Website completion
4. Sponsor Solicitation Infrastructure and management
5. Financial Management (estimated event budget, registration)

Completion Time: June 1, 2022  
Compensation for Phase 2: \$10,000

Deliverables: Completed event website, sponsorship matrix/prospectus and estimated event budget.

**PHASE 3**

Task(s) to be Completed:

6. Program development (call for abstracts and submission infrastructure)
7. Exhibitor management

Completion Time: December 1, 2022  
Compensation for Phase 3: \$10,000

Deliverables: Complete call for and compilation of abstracts, presenters and posters. Complete event agenda and registrations confirmation.

**PHASE 4**

Task(s) to be Completed:

8. Onsite event management

**EXHIBIT "B"**

- 9. General Communication & Clerical Services
- 10. Event Close Out

Completion Time: April 8, 2023  
Compensation for Phase 4: \$5,000\*\*

Deliverables: Manage and complete onsite/day-of event details including onsite registrations, walk through for lights, sounds and audio/video, presentation oversight and monitoring of venue and meal services. Finalize administrative documents, convert presentations to PDF format and close out remaining tasks and website.

\*\*The amount of the final payment will be adjusted to reflect only the actual amount needed, if any, to bring the conference budget into the black.

NOTE: Should event receive more sponsorship than anticipated and realize a positive balance, 100 percent of any excess revenue that remains upon finalizing the Actual Budget will be refunded to the County. Should the County elect to retain residual funds at OCI for a future event, a 10% management fee will be assessed, and the remainder will be transferred to a new project number.