

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 17, 2006

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the City of Pahokee for the period October 17, 2006, through November 30, 2006, in an amount not-to-exceed \$6,500 for funding of 4th of July Celebration fireworks display.

Summary: This funding is to offset costs paid by Pahokee for the 4th of July Celebration fireworks display. The event was held on July 4, 2006, and was attended by approximately 1,000 spectators. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to June 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 6 (AH)

Background and Justification: The City of Pahokee sponsors an annual 4th of July Celebration. The culmination of this day long event is the fireworks display at the Pahokee Marina. The event was attended by approximately 1,000 people.

The total cost of the fireworks display was \$6,500, and the \$6,500 provided from the Recreation Assistance Program - District 6 will offset costs the City paid for the fireworks display. The Agreement has been executed on behalf of the City of Pahokee, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

9/20/06
Date

Approved by: 
Assistant County Administrator

9-29-06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>6,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>6,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R906
 Object 8101 Program N/A

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

Recreation Assistance Program

District 6 3600-583-R906-120-8101 \$6,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim Dark 9/26/06
 OFMB
 [Signature] 9/25/06 PM 9:22:06
Ann J. Jacobson 9/28/06
 Contract Development and Control

B. Legal Sufficiency:

Anne Helgert 9/28/06
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE FOR
FUNDING OF 4TH OF JULY FIREWORKS**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Pahokee, a Florida Municipal Corporation, hereinafter referred to as "Pahokee".

WITNESSETH:

WHEREAS, Pahokee sponsored a 4th of July celebration on July 4, 2006, at the Pahokee Marina; and

WHEREAS, the 4th of July Celebration was attended by approximately 1,000 spectators from the western communities; and

WHEREAS, the 4th of July Celebration culminated in a fireworks display; and

WHEREAS, the total cost of the 4th of July fireworks display was approximately \$6,500; and

WHEREAS, Pahokee has requested \$6,500 from County to help offset costs for the 4th of July fireworks display; and

WHEREAS, County desires to provide Pahokee \$6,500 for the 4th of July fireworks display; and

WHEREAS, funding for said 4th of July fireworks display in an amount not-to-exceed \$6,500 is available from the Recreation Assistance Program (RAP) – District 6; and

WHEREAS, community special events and celebrations are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not-to-exceed \$6,500 to Pahokee to help offset costs for the 4th of July fireworks display, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

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

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

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Pahokee. Said information shall list each invoice paid by Pahokee and shall include the vendor invoice number; invoice date; and the amount paid by

Pahokee along with the number and date of the respective check or proof of payment for said payment. Pahokee shall attach a copy of each vendor invoice paid by Pahokee along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Pahokee's Program Administrator and Project Financial Officer shall certify the total funds spent by Pahokee on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Pahokee and approved by Pahokee as indicated.

3. Pahokee incurred expenses for the Project beginning on June 1, 2006. Those costs incurred by Pahokee for the Project, approved and submitted accordingly by Pahokee subsequent to June 1, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

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

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

6. Pahokee shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until November 30, 2006, commencing upon the date of execution by the parties hereto.

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

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Pahokee shall complete the Project by August 30, 2006, and invoices and checks or proof of payment submitted for reimbursement must be dated within the project time frame of June 1, 2006, through August 30, 2006. Pahokee shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section

2 above on or before November 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Pahokee may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Pahokee's request for said extension.

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

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

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

14. It is understood and agreed that Pahokee is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Pahokee shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Pahokee, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Pahokee acknowledges to be self-insured for General Liability and Automobile Liability

under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event Pahokee maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Pahokee shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. Pahokee agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes 440. Prior to execution of this Agreement by the County, Pahokee shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager. Compliance with the foregoing requirements shall not relieve Pahokee of its liability and obligations under this Agreement.

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

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

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

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

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

21. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

The Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the County:

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

As to Pahokee:

City Manager
City of Pahokee
171 N. Lake Avenue
Pahokee, FL 33476

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

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

ATTEST:

SHARON R. BOCK, Clerk &
Comptroller

By: _____
Deputy Clerk

ATTEST:
By: *Patricia McLean*
Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

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

By: _____
Tony Masilotti, Chairman

CITY OF PAHOKEE
By: *[Signature]*
Mayor

APPROVED AS TO TERMS AND CONDITIONS:

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

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

BACKGROUND INFORMATION

City of Pahokee
171 N. Lake Ave
Pahokee, FL 33476
(561) 924-5534

Mayor: J.P. Sasser

City Manager: Lillie J. Latimore

Project/Project Liaison Information:

James E. Lee
(561) 924-5534
(561) 924-7301
jameslee@cityofpahokee.com

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Fireworks for 4th of July

2. Project/ Program Description
 - General (Project Scope): Provide Fireworks for 4th of July Celebration

 - Public Purpose: Fireworks for 4th of July Celebration for the City of Pahokee

 - Location: Pahokee Marina

 - Anticipated Number of Participants/Users: 1000

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts.

Fireworks

4. Estimated Lump Sum Total for Project/Program \$ 6,500.00
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
6. June 1, 2006 to August 30, 2006
month/day/year month/day/year

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

6. Required Attachments:

Certificate of Insurance Yes

Site Plan if for a Capital Project N/A

Amount of Recreation Assistance Program Funding awarded \$ \$6,500
District 6
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

_____ Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Costs To Date:	\$ _____
County Obligation To Date	\$ _____
County Retainage (_____ %)	\$ _____
County Funds Previously Disbursed	\$ _____
County Funds Due this Billing	\$ _____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date