

Agenda Item #: 3.M.2.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 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 Village of Royal Palm Beach for the period November 21, 2006, through November 30, 2006, in an amount not-to-exceed \$15,000 for funding of 4th of July Celebration.

Summary: This funding is to offset costs paid by the Village of Royal Palm Beach for its 4th of July Celebration, which was held on July 4, 2006. The event was attended by approximately 10,000 spectators. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to July 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 6 (AH)

Background and Justification: The Village of Royal Palm Beach sponsored a 4th of July Celebration at the Sound Advice Amphitheatre. The event included a fireworks display, entertainment, food, beverages, games, and crafts, and was attended by 10,000 spectators from throughout the western communities.

The total cost of the 4th of July Celebration was \$75,000, and the \$15,000 provided from the Recreation Assistance Program - District 6 will offset a portion of the cost paid by the Village of Royal Palm Beach for the event. The Agreement has been executed on behalf of the Village of Royal Palm Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: _____


Department Director

10/27/06
Date

Approved by: _____


Assistant County Administrator

11-8-06
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>15,000</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>15,000</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-R906-122-8101 \$15,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

OFMB 11-2-06
ms 11/1/06
11-1-06

Contract Development and Control 11/6/06
6/11/5/06

B. Legal Sufficiency:

This Contract complies with our
contract review requirements.

Anne Delgant 11/8/06
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP05-06\District 6\Royal Palm Beach\AGD.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF ROYAL PALM
BEACH FOR FUNDING OF 4TH OF JULY CELEBRATION**

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 Village of Royal Palm Beach, a Florida Municipal Corporation, hereinafter referred to as "Royal Palm Beach".

WITNESSETH:

WHEREAS, Royal Palm Beach sponsored a 4th of July Fireworks celebration on July 4, 2006, at the Sound Advice Amphitheatre; and

WHEREAS, the 4th of July Celebration was attended by approximately 10,000 participants and spectators from the western communities; and

WHEREAS, the 4th of July Celebration included a fireworks display, entertainment, food, beverages, games, and crafts; and

WHEREAS, the total cost of the 4th of July Celebration was approximately \$75,000 for contractual services, personnel, and miscellaneous expenses; and

WHEREAS, Royal Palm Beach has requested \$15,000 from County to help offset costs for the 4th of July Celebration; and

WHEREAS, County desires to provide Royal Palm Beach \$15,000 for the 4th of July Celebration; and

WHEREAS, funding for said 4th of July Celebration in an amount not-to- exceed \$15,000 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 \$15,000 to Royal Palm Beach to help offset costs for the 4th of July Celebration, 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 Royal Palm Beach 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 Royal Palm Beach. Said information shall list each invoice paid by Royal Palm Beach and shall include the vendor invoice number; invoice date; and the amount paid by Royal Palm Beach along with the number and date of the respective check or proof of payment for said payment. Royal Palm Beach shall attach a copy of each vendor invoice paid by Royal Palm Beach 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, Royal Palm Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Royal Palm Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Royal Palm Beach and approved by Royal Palm Beach as indicated.

3. Royal Palm Beach incurred expenses for the Project beginning on July 1, 2006. Those costs incurred by Royal Palm Beach for the Project, approved and submitted accordingly by Royal Palm Beach subsequent to July 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 Royal Palm Beach 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. Royal Palm Beach 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. Royal Palm Beach 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 Royal Palm Beach is in default of its obligations under this Agreement, the County shall provide Royal Palm Beach thirty (30) days written notice to cure the default. In the event Royal Palm Beach 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 Royal Palm Beach for the Project deemed to be in default and Royal Palm Beach shall return any County RAP funds already collected by Royal Palm Beach 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. Royal Palm Beach shall complete the Project by July 21, 2006 and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2006, and July 21, 2006. Royal Palm Beach 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 Royal Palm Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Royal Palm Beach's request for said extension.

11. In the event Royal Palm Beach 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 Royal Palm Beach. The determination that Royal Palm Beach has ceased or suspended the Project shall be made by County and Royal Palm Beach agrees to be bound by County's determination.

12. Royal Palm Beach 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 Royal Palm Beach. 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 Royal Palm Beach 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, Royal Palm Beach 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 Royal Palm Beach, 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 Royal Palm Beach is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Royal Palm Beach 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 Royal Palm Beach maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Royal Palm Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. Royal Palm Beach 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, Royal Palm Beach 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 Royal Palm Beach of its liability and obligations under this Agreement.

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

17. Royal Palm Beach 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 Royal Palm Beach, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Royal Palm Beach 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, Royal Palm Beach 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 Royal Palm Beach:

Village Manager
Village of Royal Palm Beach
P.O. Box 1050 Royal Palm Beach Boulevard 310
Royal Palm Beach, FL 33411

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: *Sharon R. Bock*
Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

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

By: _____
~~xx Tony Masarik, Chairman~~

Addie L. Greene, Chairperson

VILLAGE OF ROYAL PALM BEACH

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

Name and address of Municipality:

Name of Municipality: Village of Royal Palm Beach

Mailing Address: 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL
33411

Name of Mayor: *DAVID LODWICK*

Name of City Manager: *DAVID B. FARBER*

Project/Project Liaison Information:

Name: Lou Reccio

Telephone #: 790-5124

Fax #: *(561) 791-7079*

e-mail: *lreccio@royalpalmbeach.com*

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: *4th of July ~~Fireworks Display~~ Celebration*

2. Project/ Program Description

- General (Project Scope): *4th of JULY CELEBRATION
WHICH INCLUDES - FIREWORKS DISPLAY, entertainment,
FOOD, Beverage, games, crafts*
- Public Purpose: *4th of JULY Celebration.*
- Location: *SOUND ADVISE Amphitheatre*
- Anticipated Number of Participants/Users: *10,000*

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.

Contract Services - \$55,000
Personnel - \$10,000
Misc. - \$10,000

4. Estimated Lump Sum Total for Project/Program \$ 75,000

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).

7-1-06 to 7-21-06
month/day/year month/day/year
7-1-06/11

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 ☒

Site Plan if for a Capital Project ☒

Amount of Recreation Assistance Program Funding awarded

\$ \$15,000
District 6
(filled in by County)



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

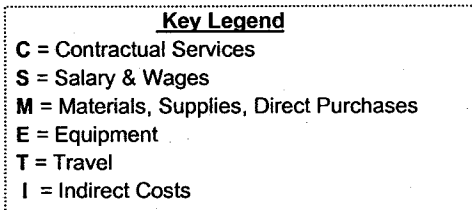


EXHIBIT B

Date _____

Project Name: _____

Contract Reimbursement Period: _____

[illegible]

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Date _____

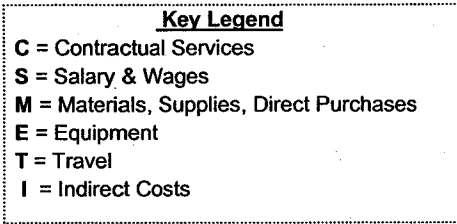


EXHIBIT B
(cont'd.)


Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Administrator

Date

Financial Officer

Date _____

CERTIFICATE OF COVERAGE		
Certificate Holder PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT 2700 6 TH AVENUE SOUTH LAKE WORTH FL 33461		Administrator Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065 Issue Date 11/14/05
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.		
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST		
AGREEMENT NUMBER: FMIT 0514		COVERAGE PERIOD: FROM 10/1/05
		COVERAGE PERIOD: TO 10/1/06 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury (Including Products Liability) <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employment Practice <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible Stoploss \$10,000 Automobile Liability <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY <input type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input type="checkbox"/>
Automobile/Equipment - Deductible <input type="checkbox"/> Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment		
Other The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.		
Description of Operations/Locations/Vehicles/Special Items RE: Recreation Assistance Program Funding for Senior Activities Western Communities. Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.		
DESIGNATED MEMBER VILLAGE OF ROYAL PALM BEACH 1050 ROYAL PALM BEACH BOULEVARD ROYAL PALM BEACH FL 33411		CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE