

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 5, 2007

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 Belle Glade for the period June 5, 2007, through August 31, 2007, in an amount not-to-exceed \$5,000 for funding of the 2007 Black Gold Jubilee fireworks display.

Summary: This funding is to offset the cost of the fireworks display at the 29th Annual Black Gold Jubilee (the Event), which was held at the Belle Glade Marina on April 21, 2007. The Event was attended by approximately 2,500 residents and tourists. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to April 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

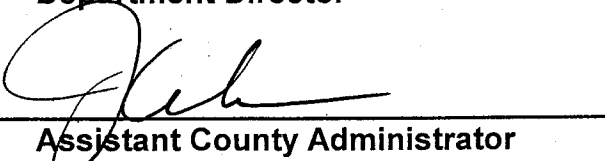
Background and Justification: The City of Belle Glade hosts the Black Gold Jubilee each year. This Event is an end of harvest celebration, as well as a celebration of the rich Glades soil called "black gold". The Event features various family-oriented entertainment, youth activities, tent vendors, games and contests, local bands, and recording artists, and is culminated with a fireworks display over Lake Okeechobee.

The total cost of the fireworks display was \$5,000, and funding from RAP - District 6 will reimburse the City of Belle Glade for this cost. The Agreement has been executed on behalf of the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

5/14/07
Date

Approved by: 
Assistant County Administrator

5/22/07
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>5,000</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>5,000</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 Units R906
 Object 8101 Program N/A

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

Recreation Assistance Program

District 6 3600-583-R906-143-8101 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 5-18-07
 OFMB
 [Signature] 5/16/07 5/16/07

[Signature] 5/21/07
 Contract Development and Control
 [Signature] 5/21/07

B. Legal Sufficiency:

Anne Helgard 5/22/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF BELLE GLADE FOR FUNDING OF THE 2007 BLACK GOLD JUBILEE
FIREWORKS DISPLAY**

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 Belle Glade, a Florida Municipal Corporation, hereinafter referred to as "Belle Glade".

WITNESSETH:

WHEREAS, Belle Glade will sponsor its twenty ninth (29th) annual Black Gold Jubilee at the Belle Glade Marina on April , 2007; and

WHEREAS, the Black Gold Jubilee is an end of harvest celebration and a celebration of the rich Glades soil called "black gold"; and

WHEREAS, approximately two thousand five hundred (2,500) residents and tourists are anticipated to attend the Black Gold Jubilee (the Event), which features various family-oriented entertainment, youth activities, tent vendors, games and contests, local bands, and recording artists; and

WHEREAS, the culmination of the Event is a fireworks display over Lake Okeechobee; and

WHEREAS, the total cost of the fireworks display is estimated to be \$5,000; and

WHEREAS, Belle Glade has requested \$5,000 from County to offset the cost of the Event's fireworks finale; and

WHEREAS, County desires to provide \$5,000 for the Event's fireworks finale; and

WHEREAS, funding for the fireworks for the Event in an amount not-to-exceed \$5,000 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 \$5,000 to Belle Glade for the Event for fireworks, as specifically 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 Belle Glade 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 Belle Glade. Said information shall list each invoice paid by Belle Glade and shall include the vendor invoice number; invoice date; and the amount paid by Belle Glade along with the number and date of the respective check or proof of payment for said payment. Belle Glade shall attach a copy of each vendor invoice paid by Belle Glade 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, Belle Glade's Program Administrator and Project Financial Officer shall certify the total funds spent by Belle Glade on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Belle Glade and approved by Belle Glade as indicated.

3. Belle Glade incurred expenses for the Project beginning on April 1, 2007. Those costs incurred by Belle Glade for the Project, approved and submitted accordingly by Belle Glade subsequent to April 1, 2007, 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 Belle Glade 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. Belle Glade 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. Belle Glade shall be responsible for the operation and maintenance of the

Project, including all associated costs.

7. The term of this Agreement shall be until August 31, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Belle Glade is in default of its obligations under this Agreement, the County shall provide Belle Glade thirty (30) days written notice to cure the default. In the event Belle Glade 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 Belle Glade for the Project deemed to be in default and Belle Glade shall return any County RAP funds already collected by Belle Glade 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. Belle Glade shall complete the Project by May 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2007, through May 31, 2007. Belle Glade shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 31, 2007. Upon written notification to County at least ninety (90) days prior to that date Belle Glade may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Belle Glade's request for said extension .

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

12. Belle Glade 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 Belle Glade. 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 Belle Glade 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, Belle Glade 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 Belle Glade, 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 Belle Glade is eligible to receive reimbursement from the County.

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

Belle Glade 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, Belle Glade 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 Belle Glade of its liability and obligations under this Agreement.

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

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

18. The County and Belle Glade 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, Belle Glade 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 Belle Glade:

City Manager
City of Belle Glade
110 Dr. Martin Luther King, Jr. Blvd.
Belle Glade, FL 33430

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*
Deputy Clerk

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

By: _____
Commissioner Addie L. Greene, Chairperson

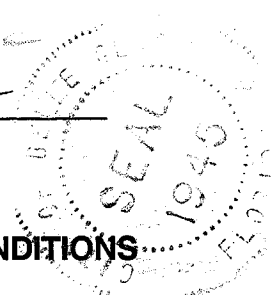
CITY OF BELLE GLADE
By: *Small O. Samuel*
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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



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

Name of Municipality: City of Belle Glade
Mailing Address: 110 Dr. Martin Luther King, Jr., Blvd., West
Belle Glade, FL 33430

Name of Mayor: Dr. Ray Torres Sanchez

Name of City Manager: ~~Vincent A. Finizio~~ *William Underwood, Interim
City Manager*

Project Liaison Information:

Name: Dante Dowers
Telephone #: 561-992-1622
Fax #: 561-992-1644
e-mail: ddowers@belleglade-fl.us

PROJECT INFORMATION

1. Name of Project: 2007 Black Gold Jubilee-Fireworks Display
2. Project Description
 - General (Project Scope): Fireworks
 - Public Purpose: Entertainment
 - Location: Marina
 - Anticipated Number of Participants/Users:
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Fireworks

4. Estimated Lump Sum Total for Project: \$ 5,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). April 1, 2007 to May 31, 2007

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 time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:
Certificate of Insurance

Not-to-Exceed Amount of Recreation Assistance Program Funding awarded:

\$ 5,000
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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/07/07
PRODUCER Arthur J. Gallagher Risk Management Services Arthur J. Gallagher & Co. (Florida) 7380 W. Sand Lake Road Suite 390 Orlando, FL 32819 Greg Butterfield	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 POLICIES BELOW.	
INSURED City of Belle Glade Public Risk Management 110 Dr Martin Luther King Jr Belle Glade, FL 33430	INSURERS AFFORDING COVERAGE	
	INSURER A: Public Risk Management INSURER B: INSURER C: INSURER D: INSURER E:	
	NAIC #	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	PRM06-010	10/01/06	04/01/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Nil PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PRM06-010	10/01/06	04/01/08	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 With respect to general liability and workers' compensation coverages as evidenced herein as required by written contract.

CERTIFICATE HOLDER Palm Beach County Department of Parks and Recreation ATTN: Susan Yinger 2700 6th Avenue South Lake Worth, FL 33461 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>J. King</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.