

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 17, 2008

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 Boynton Beach for the period June 17, 2008, through September 30, 2008, in an amount not-to-exceed \$7,000 for funding of the 2008 Boynton Beach Heritage Celebration event.

Summary: This funding is to offset expenses paid by the City of Boynton Beach for the 2008 Boynton Beach Heritage Celebration held during the month of February 2008. The various activities in the event attracted approximately 6,000 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to December 20, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: The City of Boynton Beach sponsors the annual Heritage Celebration and Festival to promote cultural diversity in the City of Boynton Beach while celebrating each culture's splendor through sports, music, dance, and other art forms. Activities for the Event were held at the Ezell Hester Community Center, the Boynton Beach Women's Club, the School House Children's Museum, the City Library, and on Down Town Ocean Avenue in Boynton Beach. The purpose of the event was to motivate, empower, and inform the public of the ties that bind the community together through enjoyment of safe activities and entertainment.

The total cost of the event was approximately \$38,750 for contractual services and other miscellaneous expenses. The \$7,000 from District 7 RAP will offset a portion of the cost for the event. The Agreement has been executed on behalf of the City of Boynton Beach, and now needs to be approved by the Board of County Commissioners.

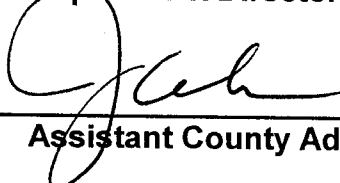
Attachment: Agreement

Recommended by:


Department Director

5-19-08
Date

Approved by:


Assistant County Administrator

6/4/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>7,000</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>7,000</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 R907
 Object 8101 Program N/A

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

Recreation Assistance Program
 District 7 3600-583-R907-155-8101 \$7,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Atwillhite 6-2-08
 OFMB 8/5/08
 CNY 5/21/08
 SA 5/20/08
John J. Jacoby 6/3/08
 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgent 6/3/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF BOYNTON BEACH FOR FUNDING OF THE 2008 BOYNTON BEACH
HERITAGE 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 City of Boynton Beach, a Florida Municipal Corporation, hereinafter referred to as "Boynton Beach".

WITNESSETH:

WHEREAS, Boynton Beach sponsored the annual Boynton Beach Heritage Festival during the month of February, 2008 (the Event), which attracted approximately six thousand (6,000) participants; and

WHEREAS, the purpose of the Event was to promote cultural diversity in the City of Boynton Beach while celebrating each culture's splendor through sports, music, dance, and other art forms; and

WHEREAS, the Event was anticipated to motivate, empower, and inform the public of the ties that bind the community together through enjoyment of safe activities and entertainment; and

WHEREAS, activities for the Event were held at the Ezell Hester Community Center, the Boynton Beach Women's Club, the School House Children's Museum, the City Library, and on Down Town Ocean Avenue; and

WHEREAS, the Event cost approximately \$38,750 for contractual services and other miscellaneous expenses related to the Event; and

WHEREAS, Boynton Beach has requested from County an amount not to exceed \$7,000 to help offset costs for Event expenses; and

WHEREAS, County desires to provide funding to help offset costs for the Event; and

WHEREAS, funding for the Event in an amount not to exceed \$7,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, Boynton Beach's cultural arts, recreational, and community events 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 \$7,000 to Boynton Beach for the 2008 Boynton Beach Heritage Celebration for contractual services and other miscellaneous expenses, 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 Boynton 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 Boynton Beach. Said information shall list each invoice paid by Boynton Beach and shall include the vendor invoice number; invoice date; and the amount paid by Boynton Beach along with the number and date of the respective check or proof of payment for said payment. Boynton Beach shall attach a copy of each vendor invoice paid by Boynton 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, Boynton Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Boynton Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Boynton Beach and approved by Boynton Beach as indicated.

3. Boynton Beach incurred expenses for the Project beginning on December 20, 2007. Those costs incurred by Boynton Beach for the Project, approved and submitted accordingly by Boynton Beach subsequent to December 20, 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 Boynton 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. Boynton 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. Boynton Beach shall be responsible for the operation and maintenance of the Project including all associated costs.

7. The term of this Agreement shall be September 30, 2008, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Boynton Beach is in default of its obligations under this Agreement, the County shall provide Boynton Beach thirty (30) days written notice to cure the default. In the event Boynton 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 Boynton Beach for the Project deemed to be in default and Boynton Beach shall return any County RAP funds already collected by Boynton 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. Boynton Beach shall complete the Project by June 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 20, 2007, through June 30, 2008. Boynton 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 September 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Boynton Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Boynton Beach's request for said extension.

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

12. Boynton 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 Boynton 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 Boynton 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, Boynton 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 Boynton 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 Boynton 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, Boynton 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 Boynton 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, Boynton Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Boynton 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, Boynton 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 Boynton Beach of its liability and obligations under this Agreement.

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

17. Boynton 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 Boynton 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 Boynton 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, Boynton 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 Boynton Beach:

City Manager, City of Boynton Beach
100 N.W. 1st Avenue
Boynton Beach, FL 33444

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

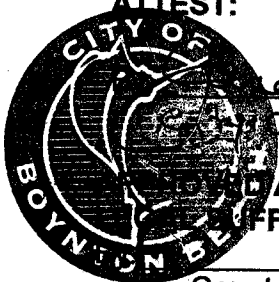
By: _____
Deputy Clerk

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

By: _____
Commissioner Addie L. Greene, Chairperson
CITY OF BOYNTON BEACH

By: Jerry Taylor
Mayor

ATTEST:



Robert M. Pravuto
Clerk

**APPROVED AS TO FORM AND
EFFICIENCY**

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY

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

BACKGROUND INFORMATION

Name and address of Municipality: City of Boynton Beach/CRA
100 E. Boynton Beach Blvd.
Boynton beach, Florida 33425

Name of Municipality: City of Boynton Beach/CRA
Mailing Address: P.O. Box 310
Boynton beach, Florida 33425-310

Name of Mayor: Jerry Taylor

Name of City Manager: Kurt Bressner

Project/Project Liaison: Mary DeGraffenreidt
Telephone Number: (561) 742-6642
E-mail Address: Degraffenreidtm@ci.boynton-beach.fl.us

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: 2008 Boynton Beach Heritage Celebration
2. Project/Program Description:
 - General (Project Scope): The mission of the Boynton Beach Heritage Celebration is to promote cultural diversity that exist in the City of Boynton Beach while celebrating each culture's splendor through sports, music, dance and other art forms. The goal of the event is to create a day filled with family fun oriented safe and entertaining activities.
 - Public Purpose: To provide a celebration that motivates, empowers, and informs the public of the ties that bind our community together through enjoyment of fun safe activities and entertainment. This month long celebration encourages families to come together and promote cultural diversity while providing events that can bridge the generation gap.
 - Location: The Boynton Beach Heritage Celebration activities will be held at the Ezell Hester Community Center, The Boynton Beach Women's Club, the School House Children's Museum, City Library and Down Town Ocean Avenue. (See attached brochure for details of events).
 - Anticipated Number of Participants/Users: 6,000 people
3. Project/Program Elements: List anticipated broad categories of Expenditure Item such as capital outlay, contractual services, personnel cost, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget amounts.
 - Contractual Service
 - Miscellaneous Expenses
4. Estimated Lump Sum Total for Projected/Program \$38,750

EXHIBIT A
Page 1 of 2

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and end date (date which project/program will be completed and all invoices paid). This will become the project time frame: December 20, 2007 – March 30, 2008.

Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. 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

Amount of Recreation Assistance Program Funding awarded

\$7,000

District 7

(Filled in by County)

Form available on line 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



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

**PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

Submittal #: _____

Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

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

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.

Administrator

Date

Date

CITY OF BOYNTON BEACH

First Prev Record 5 Of 5 Next Last

Discard Return

10/11/2007 15:31 5617426041

RISKMANAGEMENT

PAGE 05/05



STAR INSURANCE COMPANY CERTIFICATE OF INSURANCE DATE ISSUED: 10/11/07

PRODUCER Arthur J. Callagher & Co. 2285 Glades Road Suite 400 E. Boca Raton, FL 33431	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 Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33425	COMPANIES AFFORDING COVERAGE COMPANY (A) <u>STAR INSURANCE COMPANY</u> COMPANY (B) _____ COMPANY (C) _____ COMPANY (D) _____

COVERAGES
 This is to certify that 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. Limits shown may have been reduced by paid claims.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT.	CP 02877 26	10/1/2007	4/1/2008	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person)
A	<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 <input type="checkbox"/> GARAGE LIABILITY	N/A	N/A	N/A	COMBINED SINGLE LIMIT BODILY INJURY (no person) BODILY INJURY (no medical) PROPERTY DAMAGE
A	<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CP 02877 26	10/1/2007	4/1/2008	EACH OCCURRENCE AGGREGATE
A	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CP 92877 29	10/1/2007	4/1/2008	STATUTORY LIMITS EACH ACCIDENT DISBALE-POLICE LIMIT DISEASE-EACH EMPLOYEE

Company A - Policy subject to a \$200,000. S.R.R. per occurrence.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS - All operations usual to a City Government including Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents as additional insured as their interests may appear throughout the policy period for municipal activities in coordination and/or conjunction with Palm Beach County Board of County Commissioners.
 All other terms and conditions of this policy remain unchanged.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
 Risk Mgt. Dept.
 150 Australian Dr.
 West Palm Beach, FL 33406
 Attention: Richard Cohen

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Signature:
 Sandra M. Donaghy

Meadowbrook Insurance Group