

Agenda Item #: 3.M.2.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 16, 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 Pahokee for the period December 16, 2008, through July 1, 2009, in an amount not-to-exceed \$5,000 for funding of the 2008 4th of July fireworks display.

Summary: This funding is to help offset costs for the City of Pahokee's 2008 4th of July fireworks display. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to June 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (DW)

Background and Justification: The City of Pahokee hosts an annual 4th of July celebration which culminates in a fireworks display. This event is the main 4th of July celebration in the western communities. The 2008 event was attended by approximately 4,000 spectators.

The total cost of the fireworks display was approximately \$5,000, which will be offset by this District 6 RAP funding. 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

Date

11/20/08

Approved by:


Assistant County Administrator

Date

12/7/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ 5,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ 5,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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:

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/District 6

3600-583-R906-187-8101 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

April White 12.1.08
 OFMB 11/26/08 *ON 11/24/08*

John J. Jacoby 12/1/08
 Contract Development and Control
E. Jan 12/1/08

B. Legal Sufficiency:

[Signature] 12/3/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

G:\SYINGER\RAP07-08\District 6\Pahokee-4th of July Fireworks\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE FOR
FUNDING OF 4TH OF JULY 2008 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".

W I T N E S S E T H:

WHEREAS, Pahokee provided a 4th of July celebration on July 4, 2008, at the Pahokee Marina; and

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

WHEREAS, the culmination of the 4th of July Celebration was a fireworks display; and

WHEREAS, the total cost of the 4th of July fireworks display was approximately \$5,000; and

WHEREAS, Pahokee has requested \$5,000 from County to assist with costs for the 4th of July fireworks display; and

WHEREAS, County desires to provide Pahokee \$5,000 for the 4th of July fireworks display; and

WHEREAS, funding for said 4th of July fireworks display 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 Pahokee 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, 2008. Those costs incurred by Pahokee for the Project, approved and submitted accordingly by Pahokee subsequent to June 1, 2008, 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 July 1, 2009, 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 April 1, 2009, and invoices and checks or proof of payment submitted for reimbursement must be dated within the project time frame of June 1, 2008, through April 1, 2009. 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 July 1, 2009. 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: 
Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

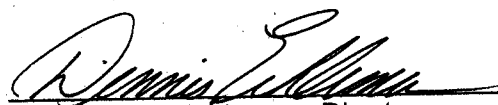
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
~~Commissioner Addie L. Greene, Chairperson~~
John F. Koons, Chairman

CITY OF PAHOKEE

By: 
Mayor

APPROVED AS TO TERMS AND CONDITIONS:

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

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

Name of Municipality: City of Pahokee
Mailing Address: 171 N. Lake Ave. Pahokee, FL 33476

Name of Mayor: Wayne Whittaker
Name of City Manager: Matthew Brock
Project Liaison Information:

Name: Ted Roberts
Telephone #: 561-924-5534 x41
Fax #: 561-924-7301
e-mail: TedRoberts@CityofPahokee.com

PROJECT INFORMATION

1. Name of Project: 4th of July Fireworks Exhibition
2. Project Description
 - General (Project Scope):

The scope of this project is for fireworks
~~that~~ that took place on July 5, 2008
in the City of Pahokee.

- Public Purpose:
To promote civic involvement through community activities
- Location:
The Pahokee Marina
- Anticipated Number of Participants/Users:
A city wide event

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
and pyrotechnics worker operating cost

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). 6/1/08 to 9/1/09

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the 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 _____

Amount of Recreation Assistance Program Funding awarded

\$ 5,000

District 6

(filled in by County)

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

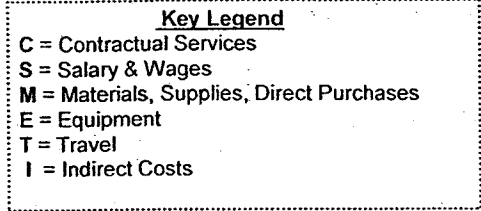


EXHIBIT B

Date _____

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

[illegible]

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 _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/25/2008
PRODUCER (407)445-2414 FAX: (407)445-2868 World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		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 Pahokee 171 N Lake Avenue Pahokee FL 33476-1861		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"/> PRO-JECT <input type="checkbox"/> LOC	PRM 07-011	4/1/08	4/1/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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	PRM 07-011	4/1/08	4/1/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 EA ACC \$ AUTO ONLY: 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	PRM 07-011	4/1/08	4/1/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
With respects to 4th of July fireworks exhibition.

CERTIFICATE HOLDER syinger@pbcbgov.com Palm Beach County Board of County Commiss Susan Yinger 301 N Olive Ave West Palm Beach, FL 33401	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 Andrew Cooper/PATTI
---	--

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.