Agenda Item #3.M.5.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009

[X] Consent [] Ordinance [] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

Submitted By: <u>Parks and Recreation Department</u>

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the Greater Lake Worth Chamber of Commerce, Inc. for the period July 7, 2009, through November 30, 2009, in an amount not-to-exceed \$11,500 for funding of the 2009 4th of July celebration.

Summary: This funding is to offset the cost of Lake Worth's 2009 4th of July celebration, which is hosted by the Greater Lake Worth Chamber of Commerce, Inc. This annual celebration attracts approximately 15,000 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to February 2, 2009. Funding is from the Recreation Assistance Program (RAP) District 3 (\$3,000) and District 7 (\$8,500) Funds. Funding of \$8,500 from District 7 for this project was previously approved by the Board on May 19, 2009. District 7 (AH)

Background and Justification: The Chamber of Commerce sponsors an annual July 4th celebration for the City of Lake Worth. The event features fireworks and other miscellaneous activities and is held at Bryant Park in Lake Worth. The event is offered free-of-charge to all participants.

The total cost of the celebration is approximately \$80,000 for administration, fireworks, music, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses. The \$11,500 from District 3 and District 7 RAP funding will help offset these costs. The Agreement has been executed on behalf of the Greater Lake Worth Chamber of Commerce, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	Dennis	Julima
	Department	Director
	\bigcap	

Approved by:

ssistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	<u>11,500</u> 0- 0-)0- 0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	<u>11,500</u>		0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0			-	
Is Item Included in Currer Budget Account No.:	nt Budget? Fund <u>3600</u> Object <u>820</u>	_ Departmer		<u>913 and R917</u>	

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

FUND: Park Improvement Fund/Recreation Assistance Program UNITS: RAP/Transportation Improvement Fund-District 3 and District 7

 Contributions-Non-Govts Agnces
 3600-583-R913-004-8201
 \$3,000

 Contributions-Non-Govts Agnces
 3600-583-R917-033-8201
 \$8,500

 Total
 \$11,500

C. Departmental Fiscal Review:

chopelakis

III. REVIEW COMMENTS

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

OFMB Stulison CN 6/16/09

B. Legal Sufficiency:

126/09 Assistant Count

C. Other Department Review:

Contract Dé ar foor ontrol 6/24/09

This Contract complies with our contract review requirements.

Department Director

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND GREATER LAKE WORTH CHAMBER OF COMMERCE, INC. FOR FUNDING OF THE 2009 CITY OF LAKE WORTH 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 Greater Lake Worth Chamber of Commerce, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Chamber of Commerce".

WITNESSETH:

WHEREAS, Chamber of Commerce, in conjunction with the City of Lake Worth, will be hosting the 2009 City of Lake Worth 4th of July Celebration on July 4, 2009, at Bryant Park in Lake Worth (the Event); and

WHEREAS, the purpose of the Event is to Celebrate Independence Day; and

WHEREAS, approximately 15,000 people are anticipated to participate in the Event; and WHEREAS, the Event is free to all Palm Beach County residents; and

WHEREAS, the Event will feature fireworks and other miscellaneous activities; and

WHEREAS, the total cost of the Event is estimated to be approximately \$80,000 for administration, fireworks, music, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses for the Event; and

WHEREAS, Chamber of Commerce has requested from County an amount not to exceed \$11,500 to help offset costs for the Event; 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 \$11,500 is available from the Recreation Assistance Program (RAP) District 3 (\$3,000) and District 7 (\$8,500); and

WHEREAS, 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 \$11,500 to Chamber of Commerce for the Event for administrative expenses, fireworks, music/entertainment, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses for the Event, 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 Chamber of Commerce 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 Chamber of Commerce. Said information shall list each invoice paid by Chamber of Commerce and shall include the vendor invoice number; invoice date, and the amount paid by Chamber of Commerce along with the number and date of the respective check or proof of payment for said payment. Chamber of Commerce shall attach a copy of each vendor invoice paid by Chamber of Commerce 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, Chamber of Commerce's Program Administrator and Project Financial Officer shall certify the total funds spent by Chamber of Commerce on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Chamber of Commerce and approved by Chamber of Commerce as indicated.

3. Chamber of Commerce incurred expenses for the Project beginning on February 2, 2009. Those costs incurred by Chamber of Commerce for the Project, approved and submitted accordingly by Chamber of Commerce subsequent to February 2, 2009, 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 Chamber of Commerce 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. Chamber of Commerce warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Chamber of Commerce 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, sexual orientation, gender identity, or expression.

7. Chamber of Commerce shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until November 30, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Chamber of Commerce is in default of its obligations under this Agreement, the County shall provide Chamber of Commerce thirty (30) days written notice to cure the default. In the event Chamber of Commerce 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 Chamber of Commerce for the Project deemed to be in default and Chamber of Commerce shall return any County RAP funds already collected by Chamber of Commerce for the Project.

10. 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 9 above.

11. Chamber of Commerce shall complete the Project by August 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 2, 2009, through August 30, 2009. Chamber of Commerce 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, 2009. Upon written notification to County at least ninety (90) days prior to that date Chamber of Commerce may request an extension beyond this period for the purpose of completing the Project.

12. In the event Chamber of Commerce 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 Chamber of Commerce. The determination that Chamber of Commerce has ceased or suspended the Project shall be made by County and Chamber of Commerce agrees to be bound by County's determination.

13. Chamber of Commerce 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 Chamber of Commerce. Failure to comply may result in

County's refusal to honor reimbursement requests for the Project.

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

15. It is understood and agreed that Chamber of Commerce 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. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Chamber of Commerce 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 Chamber of Commerce, 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 this Agreement for which Chamber of Commerce is eligible to receive reimbursement from the County.

16. Chamber of Commerce shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Chamber of Commerce shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Chamber of Commerce are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Chamber of Commerce under this Agreement.

Commercial General Liability. Chamber of Commerce shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Chamber of Commerce shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Chamber of Commerce shall maintain Worker's Compensation & Employers Liability in accordance with Florida

Statutes Chapter 440. Chamber of Commerce shall provide this coverage on a primary basis.

Additional Insured. Chamber of Commerce shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Chamber of Commerce shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Chamber of Commerce hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Chamber of Commerce shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Chamber of Commerce enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Chamber of Commerce shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. 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.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

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

18. Chamber of Commerce 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 Chamber of Commerce, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Chamber of Commerce 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.

20. 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.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Chamber of Commerce 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.

22. 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.

23. 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:

6

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 Chamber of Commerce:

President/CEO Greater Lake Worth Chamber of Commerce 501 Lake Avenue Lake Worth, FL 33460 24. 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

By

Agreement on the date first above written.

&

ATTEST: SHARON R. BOCK, Clerk Comptroller

By: **Deputy Clerk** WITNESSES: Ø

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

By:

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

Commissioner John F. Koons, Chairman **GREATER LAKE WORTH CHAMBER OF** COMMERCE, INC. FEI Number: 59-0324308 MICCO By: $\Delta \alpha$ Name (Type or Print) £ Title: E D \boldsymbol{n} By: Signature

APPROVED AS TO TERMS AND CONDITIONS

By:

Dennis L. Eshleman, Director Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: Greater Lake Worth Chamber of Commerce Mailing Address: 501 Lake Avenue, Lake Worth, FL 33460

Federal Employer Identification Number: 59-0324308

Name of President/CEO: Tom Ramiccio

Project/Project Liaison Information: Name: Tom Ramiccio Telephone #: 561-582-4401 Fax #: 561-547-8300 e-mail: tramiccio@aol.com

Purpose/Mission of Agency:

PROJECT/PROGRAM INFORMATION

- 1. Name of Project/Program: 2009 City of Lake Worth 4th of July Celebration
- 2. Project/ Program Description: Community Event for all Palm Beach County Residents to celebrate the 4th of July
- 3. General (Project Scope):
 - Public Purpose: To celebrate Independence Day in Palm Beach County
 - Location and Date of Event: Bryant Park, Lake Worth on 7-4-09
 - Anticipated Number of Participants/Users: 15,000
- 4. 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. Administrative expenses, fireworks, music/entertainment, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses associated with the Event.
- 5. Estimated Lump Sum Total for Project/Program \$ 80,000

6. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and <u>anticipated</u> End date (date which project/program will be completed and all invoices paid). 2-2-09 to 8-30-09

(Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. <u>Do not submit reimbursement documentation until after the Agreement is approved</u>. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance ____X

Amount of Recreation Assistance Program Funding*

\$ <u>11,500</u> Districts 7 and 3

District 3 (\$3,000) and District 7 (\$8,500)

EXHIBIT A Page 1 of 1



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

		Project Nan	ne:	· · · · · · · · · · · · · · · · · · ·	
Submission #:		Reimbursement Perio	od:		
Item	<u>Key</u>	Project Costs This Submission	-	Cumulative Project Costs	
Contractual Services	(C)				
Salary & Wages (% of salaries)	(S)		-	<u></u>	
Materials, Supplies, Direct Purchases	(M)		<u>-</u>		· · ·
Equipment	(E)		, -		
Fravel	(T)				
Indirect Costs	(I)		. * * -		
TOTAL PROJECT COSTS					=
Key Legend M = Materials, Supplies, Direct Pure E = Equipment T = Travel L = Indirect Coste	chases				
expenses were incurred for the work identified being accomplished in the attached progress		Certification: I here been maintained as expenses reported request.	required	to support the proje	ect
Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.		been maintained as expenses reported	required	to support the proje	ect
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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

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Date

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		IMPOSE NO OBL	GATION OR LIABILITY	OF ANY KIND UPON THE INSU	RER, ITS AGENTS O
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2700 6th Ave S Lake Worth FL 3346	1	Phil Albe	irtz		
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