Agenda Item #3.M.4.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 21, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing	
		£ 3 . • · · · · · · · · · · · · · · · · · ·		

Department: Parks and Recreation

Attachment: Agreement

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 Palms West Chamber of Commerce, Inc. for the period July 21, 2009, through August 31, 2009, in an amount not-to-exceed \$2,500 for the Green Task Force Conference.

Summary: This funding is to assist with costs for the Green Task Force Conference sponsored by the Palms West Chamber of Commerce from March 9 through March 12, 2009. The event was attended by approximately 1,000 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to February 17, 2009. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. <u>District 7</u> (AH)

Background and Justification: The Palms West Chamber of Commerce, Inc. is a not-for-profit organization whose mission is to serve central Palm Beach County by advocating for a healthy business environment, providing outstanding member services, benefits, and information, and enhancing the quality of life in the western community of the County. Palms West Chamber of Commerce sponsored the Green Task Force Conference at the Palm Beach County Convention Center to focus on green/sustainability initiatives and opportunities for County-provided environmental education including the greening of towns through park development.

The total cost of the event was \$59,770 for contractual expenses and other miscellaneous expenses. The \$2,500 from District 3 RAP funding will help offset a portion of this cost. The Agreement has been executed on behalf of the Palms West Chamber of Commerce, Inc., and now needs to be approved by the Board of County Commissioners.

Recommended by: Department Director Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impac	et:		•	• .
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	2,500 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	2,500	-0-	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
Is Item Included in Curren Budget Account No.:	t Budget? \ Fund <u>3600</u> Object <u>820</u>	Departmen		<u>R913</u>	
B. Recommended Sourc	es of Funds/	Summary of	Fiscal Impac	t:	
FUND: Park Improve UNIT: RAP/Transpor				am	
Contributions-Non-G	ovts Agnces	360	00-583-R913-0	006-8201	\$2,500
C. Departmental Fiscal F	Review:	ckope	lakis	, , , , , , , , , , , , , , , , , , , ,	
	<u>III. F</u>	REVIEW CON	<u>IMENTS</u>		
A. OFMB Fiscal and/or C	ontract Deve	elopment and	l Control Cor	mments:	. •
OFMB (6/09	1 1109 01 02/09 CN	7	Contract Deve	Hopment and C	7/10/09 pontrol
B. Legal Sufficiency:				ntract complies with review requirements	
Assistant County Attorne	7/10/09 ey	·			
C. Other Department Rev	view:				
•					
Department Director	•				

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND PALMS WEST CHAMBER OF COMMERCE, INC. FOR THE GREEN TASK FORCE CONFERENCE

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 Palms West Chamber of Commerce, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Palms West".

WITNESSETH:

WHEREAS, Palms West is a not-for-profit organization whose mission is to serve central Palm Beach County by advocating for a healthy business environment, providing outstanding member services, benefits, and information, and to enhancing the quality of life in the community; and

WHEREAS, Palms West sponsored the Green Task Force Conference (the "Conference") at the Palm Beach County Convention Center from March 9 through March 12, 2009; and

WHEREAS, the four-day Conference on green/sustainability initiatives and opportunities for Palm Beach County provided environmental education including the greening of towns through park development; and

WHEREAS, the Conference was attended by approximately one thousand (1,000) participants; and

WHEREAS, the total cost of the Conference was \$59,770 for contractual services and other miscellaneous project expenses; and

WHEREAS, Palms West has requested that County provide \$2,500 to help offset expenses for the Conference; and

WHEREAS, funding for the Conference in an amount not-to-exceed \$2,500 is available from the Recreation Assistance Program (RAP) District 3; and

WHEREAS, community environmental education events are deemed 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 \$2,500 to Palms West for the Event for contractual services and other miscellaneous project 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 Palms West 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 Palms West. Said information shall list each invoice paid by Palms West and shall include the vendor invoice number; invoice date; and the amount paid by Palms West along with the number and date of the respective check or proof of payment for said payment. Palms West shall attach a copy of each vendor invoice paid by Palms West 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, Palms West's Program Administrator and Project Financial Officer shall certify the total funds spent by Palms West on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Palms West and approved by Palms West as indicated.
- 3. Palms West incurred expenses for the Project beginning on February 17, 2009. Those costs incurred by Palms West for the Project, approved and submitted accordingly by Palms West subsequent to February 17, 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 Palms West 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. Palms West warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Palms West 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. Palms West shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until August 31, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Palms West is in default of its obligations under this Agreement, the County shall provide Palms West thirty (30) days written notice to cure the default. In the event Palms West 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 Palms West for the Project deemed to be in default and Palms West shall return any County RAP funds already collected by Palms West for that 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. Palms West shall complete the Project by May 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 17, 2009, through May 31, 2009. Palms West 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, 2009. Upon written notification to County at least ninety (90) days prior to that date Palms West may request

an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Palms West's request for said extension.

- 12. In the event Palms West ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Palms West. The determination that Palms West has ceased or suspended the Project shall be made by County and Palms West agrees to be bound by County's determination.
- 13. Palms West 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 Palms West. 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 Palms West 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, Palms West 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 Palms West, 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 Palms West is eligible to receive reimbursement from the County.

16. Palms West 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. Palms West 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 coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Palms West are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Palms West under this Agreement.

Commercial General Liability. Palms West 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. Palms West shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Palms West shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. Palms West shall provide this coverage on a primary basis.

Additional Insured. Palms West 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." Palms West shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Palms West 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

Palms West 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 Palms West enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Palms West 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, Palms West shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. Palms West 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 Palms West, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Palms West 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, Palms West 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 agreement, written or oral,

relating to this Agreement. This 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:

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 Palms West:

President

Palms West Chamber of Commerce, Inc.

13901 Southern Boulevard

Loxahatchee, FL 33470

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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 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.

SHARON R. BOCK, Clerk & Comptroller	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Commissioner John F. Koons, Chairman
WITNESSES: Jusan W. Jusqu Veranica Friedt	PALMS WEST CHAMBER OF COMMERCE, INC. EIN Number: 59-2372417 By: JAENE WIRANDA Name (Type or Print) Title: CEO By: June Management of Commerce, 100 miles 1
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By :

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

Name of Agency: Palms West Chamber of Commerce, Inc.

Mailing Address: 13901 Southern Boulevard, Loxahatchee, FL 33470

Federal Employer Identification Number: 59-2372417

Name of Chairman: Kevin DiLallo Name of CEO: Jaene Miranda Project Liaison Information: Name: Jaene Miranda

Telephone #: 561-790-6200

Fax #: 561-791-2069

e-mail: Jaene@palmswest.com

Purpose/Mission of Agency:

The Palms West Chamber of Commerce is a leadership organization that passionately serves Central Palm Beach County by advocating for a healthy business environment, providing outstanding member serves, benefits, education, and information, thereby enhancing the quality of life in the community.

PROJECT INFORMATION

- 1. Name of Project: Green Task Force Conference
- 2. Project Description
 - General (Project Scope): Present a four-day educational conference on green/sustainability initiatives and opportunities for Palm Beach County.
 - Public Purpose: To provide environmental education including the greening of our towns through park development.
 - Location and Date: Palm Beach County Convention Center, 650 Okeechobee Blvd, West Palm Beach, FL 33401 on March 9-12, 2009
 - Anticipated Number of Participants/Users: 1,000 +
- 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". <u>Do not include expenditure line item budget/ amounts.</u>

Contractural Services.
Other Miscellaneous Project Expenses

- 4. Estimated Lump Sum Total for Project: \$59,770
- 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) February 17, 2009 to May 31, 2009

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 Attachment:	
	Certificate of Insurance	_X

Amount of Recreation Assistance Program Funding awarded

\$ 2,500

District 3

(filled in by County)

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



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee:			Project Name:		
ubmission #:	·		Reimbursement Period:		
em		<u>Key</u>	Project Costs This Submission	Cumulative Project Costs	
ontractual Servi	ces	(C)			
alary & Wages (% of salaries)	(S)			
laterials, Supplie	es, Direct Purchases	(M)			,
quipment		(E)			
ravel		(T)	<u> </u>		
ndirect Costs		(I)			
	TOTAL PROJECT COSTS				
*	C = Contractual Services	••••••			
Key Legend	S = Salary & Wages M = Materials, Supplies, Direct Pur E = Equipment T = Travel I = Indirect Costs	rchases			
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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

	1 - 11011000				Da	te			
	Grantee:				Proj	ect Name:			
	Submittal #:				Con	ract Reimburse	ement Period:		
			Check or Vo	oucher	invo	ice			
#	Payee (Vendor/Contractor)	Key_	Number	Date	Number	Date	Amount	<u> </u>	Expense Description
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2									
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16		·							
						TOTAL \$		- :	
	Certification: I hereby certify that the puaccomplishing this project.	ırchases r	noted above were us	•	Certification: I here documentation hav request.	by certify that be been maintair	oid tabulations, execuned as required to su	ted contract, coport the costs	ancelled checks, and other purchasing reported above and are available for audit upon
	Administrator	-	Date			·	· · · · · · · · · · · · · · · · · · ·		Date

CE	RTIFICATE OF IN	SURANCE			JE DATE	3/3/2009
PR	ODUCER	•	4	CONFERS NO RIGHTS	SSUED AS A MATTER OF INFORMA' UPON THE CERTIFICATE HOLDER.	THIS CERTIFICATE
• • •	Insurance For You 3927 Jog Road	67		DOES NOT AMEND, EX POLICIES BELOW.	TEND, OR ALTER THE COVERAGE	AFFORDED BY THE
	Greenacres, FL 334	07	-	CO	MPANIES AFFORDING COVERA	GE
				COMPANY A BO	urlington Insurance Company	
INS	URED			COMPANY B N	/A	
	PALMS WEST CHA 13901 SOUTHERN		ERCE	COMPANY C N	/A	
	LOXAHATCHEE FL	. 33470		COMPANY D N.	/A	
				COMPANY	/A	
COV	ERAGES			LLILIN		·
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LTR	INSURANCE	DINDENTO	EFFECTIVE DATE			1,000,000
Α	GENERAL LIABILITY	EJBBN-R	3/10/2009	3/16/2009	GENERAL AGGREGATE	1,000,000
					PRODUCTS-COM/OP AGG.	Included
			•	·	PERSONAL & ADV. INJURY	1,000,000
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	50,000
					MED EXPENSE (Any one person)	1,000
В	PERSONAL LIABILITY				COMBINDED SINGLE LIMIT	
٦					MEDICAL PAYMENTS TO OTHERS	
						•
С	EXCESS LIABILITY	•			EACH OCCURRENCE	
					AGGREGATE	
D			• .			
		·				
Е	PROPERTY				BUILDING	
					CONTENTS	
					LOSS OF USE	
				<u> </u>		
Fe	SCRIPTION OF OPERA stivals and Celebrations SUREDS AS RESPECT	s, Generic - GL P	ALM BEACH COUNTY	Y BOARD OF COUNTY C	OMMISSIONERS ARE NAMED AS AD	DDITIONAL
						•
P/ SF	RTIFICATE HOLDER LLM BEACH COUNTY E PECIAL EVENTS DEPT		COMMISSIONS C/C	the company shall endeave	escribed policies be cancelled before the exp or to mail 30 days written notice to the certific e to mail such notice shall impose no obligati any, its agents, or representatives.	ate holder
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