### Agenda Item #3.M.5.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date:	July 21, 2009	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing

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 Bangladesh Association of Florida, Inc. for the period July 21, 2009, through October 31, 2009, in an amount not-to-exceed \$1,000 for the 2009 Asian Food Fair and Cultural Show.

**Summary:** This funding is to assist with costs for the 2009 Asian Food Fair and Cultural Show held at Old School Square in Delray Beach on May 9 and May 10, 2009. The event was attended by approximately 5,000 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to April 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. <u>District 7</u> (AH)

Background and Justification: The Bangladesh Association of Florida, Inc. is the only not-for-profit corporation in the State of Florida serving the Bangladesh population. Its purpose is to promote and preserve the culture of Bangladesh, to provide emergency assistance to the Bangladeshi population, to promote the country of Bangladesh in the United States, to exchange good will and cooperation among members of the community, and to facilitate the integration of Bangladeshi settled in the United States. The 2009 Asian Food Fair and Cultural Show featured performing artists and booths with Asian foods, costumes, books, antiquities, and musical products, as well as entertainment and children's activities.

The total cost of the event was approximately \$64,000 for fencing, tents, children's activities and amusements, cultural groups, services provided by the City of Delray Beach and Old School Square, rentals, and other miscellaneous expenses. The \$1,000 from District 5 RAP funding will help offset a portion of this cost. The Agreement has been executed on behalf of the Bangladesh Association of Florida, Inc., and now needs to be approved by the Board of County Commissioners.

Recommended by:

Department Director

Date

Date

Approved by: 7/13/09
Assistant County Administrator Date

## **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary o	f Fiscal Impac	et:			
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	1,000 -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>1,000</u>	0	0-	0-	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0			<del></del>	
Is Item Included in Curre Budget Account No.:		Department		R <u>915</u>	
B. Recommended Source	ces of Funds/	Summary of I	Fiscal Impact:	:	
FUND: Park Improv UNIT: RAP/Transpo				m	
Contributions-Non-Contributions	Sovts Agnces	360	0-583-R915-0	10-8201	\$1,000
C. Departmental Fiscal	Review:	ck	ropelakis		
	III. R	REVIEW COM	<u>MENTS</u>		
A. OFMB Fiscal and/or	Contract Deve	lopment and	Control Com	ments:	
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B. Legal Sufficiency:			This Corcontract	tract complies with review requirement	our s.
Assistant County Attorn	d holog				
C. Other Department Re	eview:				•
Department Director		•			•

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## AGREEMENT BETWEEN PALM BEACH COUNTY AND BANGLADESH ASSOCIATION OF FLORIDA, INC. FOR THE ASIAN FOOD FAIR AND CULTURAL SHOW 2009

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 Bangladesh Association of Florida, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Bangladesh."

#### WITNESSETH:

WHEREAS, Bangladesh is the only not-for-profit organization in the State of Florida serving the Bangladesh population; and

WHEREAS, the purpose of Bangladesh is to promote and preserve the culture of Bangladesh; to provide emergency assistance to the Bangladeshi population, to promote the country of Bangladesh in the United States of America, to exchange goodwill and cooperation among members of the community; and to facilitate the integration of Bangladeshi settled in the United States of America; and

WHEREAS, for sixteen years Bangladesh has provided the annual Asian Food Fair and Cultural Show to showcase the Asian Culture of South Florida and promote cultural diversity in the local communities; and.

WHEREAS, the Asian Food Fair & Cultural Show 2009 (the Event) was held on May 9<sup>th</sup> and May 10<sup>th</sup> at Old School Square in Delray Beach; and

WHEREAS, the Event featured performing artists and booths with Asian foods, costumes, books, antiquities, and musical products; and

WHEREAS, the Event cost approximately \$64,000; and

WHEREAS, Bangladesh has requested \$1,000 from County to assist with expenses for the Event for fencing, tents, children's activities and amusements, cultural groups, service provided by the City of Delray Beach and Old School Square, rentals, and other miscellaneous expenses related to the Event; and

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

WHEREAS, funding for the Event in an amount not to exceed \$1,000 is available from the Recreation Assistance Program (RAP) Districts 5; and

WHEREAS, multi-cultural cultural 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 \$1,000 to Bangladesh for the Asian Food

Fair and Cultural Show 2009 for fencing, tents, children's activities and amusements, cultural groups, service provided by the City of Delray Beach and Old School square, site rental, and other miscellaneous expenses related to the Event, 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 Bangladesh 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 Bangladesh. Said information shall list each invoice paid by Bangladesh and shall include the vendor invoice number; invoice date; and the amount paid by Bangladesh along with the number and date of the respective check or proof of payment for said payment. Bangladesh shall attach a copy of each vendor invoice paid by Bangladesh 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, Bangladesh's Program Administrator and Project Financial Officer shall certify the total funds spent by Bangladesh on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Bangladesh and approved by Bangladesh as indicated.
- 3. Bangladesh incurred expenses for the Project beginning on April 1, 2009. Those costs incurred by Bangladesh for the Project, approved and submitted accordingly by Bangladesh subsequent to April 1, 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 Bangladesh 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. Bangladesh warrants that it is an active not for profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Bangladesh 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; and
- 7. Bangladesh shall be responsible the operation and maintenance of the Project, including all associated costs.
  - 8. The term of this Agreement shall be until October 31, 2009, commencing upon the date of

execution by the parties hereto.

- 9. The parties agree that, in the event Bangladesh is in default of its obligations under this Agreement, the County shall provide Bangladesh thirty (30) days written notice to cure the default. In the event Bangladesh 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 Bangladesh for the Project deemed to be in default and Bangladesh shall return any County RAP funds already collected by Bangladesh 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. Bangladesh shall complete the Project by July 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2009, through July 31, 2009. Bangladesh shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Bangladesh may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Bangladesh's request for said extension.
- 12. In the event Bangladesh 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 Bangladesh. The determination that Bangladesh has ceased or suspended the Project shall be made by County and Bangladesh agrees to be bound by County's determination.
- 13. Bangladesh 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 Bangladesh. 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 Bangladesh 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, Bangladesh 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 Bangladesh, 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 Bangladesh is eligible to receive reimbursement from the County.

16. Bangladesh 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. Bangladesh 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 Bangladesh are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Bangladesh under this Agreement.

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

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

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

Waiver of Subrogation. Bangladesh 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 Bangladesh 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 Bangladesh enter into such an agreement on a pre-loss basis.

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

President Bangladesh, Inc. 1104 Hatteras Circle Greenacres, Fl 33413

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 Agreement on the date first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Deputy Clerk  WITNESSES:  Jusan W. Junar  Veronica Junett	By: Commissioner John F. Koons, Chairman  BANGLADESH ASSOCIATION OF FLORIDA, INC. FEI Number: 65-0262420 By: Name (Type or Print) Title:  By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:County Attorney	By: Dennis Eshleman, Director Parks and Recreation Department

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

#### **BACKGROUND INFORMATION**

Name and address of Agency:

Agency Name: **Bangladesh Association of Florida, Inc.**Mailing Address: 1104 Hatteras Circle, Greenacres, FL 33413

Federal Employer Identification Number: 650262420

Name of President: Mohammed Emran

Name of Executive Director: Mohammed Emran

Project/Project Liaison Information:

Name: Mohammed Emran Telephone #: 561-389-8844

Fax #: 561-686-1128

e-mail: alliancepetro@aol.com

Purpose/Mission of Agency: Diversity of cultural activities, get to know all different nation from Asian countries

#### PROJECT/PROGRAM INFORMATION

- 1. Name of Project/Program: Asian Food Fair and Cultural Show 2009
- 2. Project/ Program Description
  - General (Project Scope): Diversity of cultural in the community
  - Public Purpose:
  - Location: May 9<sup>th</sup> and 10<sup>th</sup>, 2009 Old School Arts and Cultural Center, Delray Beach
  - Anticipated Number of Participants/Users: 5,000
- 3. 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.

Fencing, tents, children amusement, cultural group service from City of Delray Beach and Old School Arts Center, site rentals, and other miscellaneous expenses

4. Estimated Lump Sum Total for Project/Program \$ 64,000	
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5. 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).

_04/01/2009	to <u>07/31/2009</u>
month/day/year	month/day/year

(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 until after the Agreement is approved. 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:
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7. Additional Comments if desired:

Amount of Recreation Assistance Program Funding awarded

\$ 1,000 5 (filled in by County)

Form available online by request. Contact Susan Yinger at <a href="mailto:syinger@pbcgov.com">syinger@pbcgov.com</a>



## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### CONTRACT PAYMENT REQUEST

Date

Grantee:			Project Name:					
Submission #:	·		Reimbursement Period: _	<del></del>				
tem		Key	Project Costs This Submission	Cumulative Project Costs				
Contractual Serv	ices	(C)			r			
Salary & Wages	(% of salaries)	(S)	· · · · · · · · · · · · · · · · · · ·					
Materials, Suppli	es, 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 Pure E = Equipment T = Travel I = Indirect Costs							
expenses were	nereby certify that the above incurred for the work identified shed in the attached progress	as	been maintained as requi	rtify that the documentation ha red to support the project and is available for audit upo				
Administrator	Date		Financial Officer	Date	<u></u>			
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Tota	al Project Costs To Date:		\$					
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Соц	unty Funds Previously Disburse	d .	\$					
Cou	unty Funds Due this Billing		\$	-				
Re	viewed and Approved By:	PBC Pro	ject Administrator	Date				
			ent Director	Date				
		Departin	on Director	Jaio				



Date

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Key Legend
C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

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	Submittal #:						nent Period:	
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2700, 6th Ave South

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Lake Worth, FL 3461

PAGE 01/02

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	٠	1104 Hatters Circle		INSURER C:		)	
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		Palm Beach County C/O Park & Reculiation Depart	artment	30 DAYS	S WRITTEN NOTICE FAILURE TO DO SO	TO THE CERTIFICATE HOLDE SHALL IMPOSE NO OBLIGAT ITS AGENTS OR REPRESENT	R NAMED TO ION OR LIABILITY

AUTHORIZED REPRESENTATIVE HOSSAIN

© ACORD CORPORATION 1988



# BANGLANGS ASSOCIATION OF TORING

AX EXEMPT # 650262420.

1104 HATTERAS CIRCLE, WEST PALM BEACH, FLORIDA, U.S.A. 33413. PHONES. (561) 686-5469 FAX. (561) 686-1128.

#### **ECUTIVES:**

ısident: ıhammed Emran.

e President: M Golam Mostafa

grefary Generali aliqur R. Majumdar.

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## TO WHOM IT MAY CONCERN

This is to certify that Bangladesh Association of Florida is a Non-Profit Organization which does not have any permanent paid employees besides working voluntarily. This clearly and briefly states that all current board of directors, and executive members of Bangladesh Association of Florida, a Non-Profit Organization, are working voluntarily.

Therefore, the Association does not need to carry any Workers Compensation Coverage Please note this for future use.

Thank You,

Yours Truly

when de

Mohammed Emran President 1-15-2009