

Agenda Item #3.M.1.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 6, 2009

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with the City of Belle Glade for the period October 6, 2009, through January 31, 2010, in an amount not-to-exceed \$10,000 for the Belle Glade Summer Fest Festival.

**Summary:** This funding is to offset the cost of the Belle Glade Summer Fest Festival held in the months of June, July, and August of 2009. The festival attracted approximately 4,000 participants. The Agreement allows for reimbursement of eligible project costs incurred subsequent to June 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

**Background and Justification:** The City of Belle Glade sponsored a series of educational and cultural events, collectively called the Belle Glade Summer Fest Festival, in June, July and August through a series of multi-cultural awareness and crime prevention summer concerts for the community. The events educated and entertained the community in the areas of music and entertainment, recreational activities, youth education, crime prevention, safety awareness, and local business participation. The events were held at the Southwest Avenue "D" loading ramp in the City of Belle Glade.

The cost of the festival was approximately \$10,000 for entertainment, administrative costs, advertising and publicity, and other miscellaneous expenses. The \$10,000 from District 6 RAP funding will offset these costs. The Agreement has been executed on behalf of the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

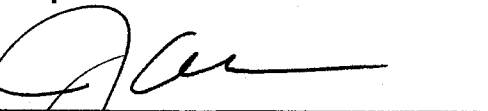
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Recommended by: \_\_\_\_\_

  
Department Director

9-15-09  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

9/28/09  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BELLE  
GLADE FOR THE 2009 SUMMER FEST FESTIVAL**

**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 Belle Glade, a Florida Municipal Corporation, hereinafter referred to as "Belle Glade."

**WITNESSETH:**

**WHEREAS**, Belle Glade sponsored the 2009 Summer Fest Festival during the months of June, July, and August of 2009 (the Events); and

**WHEREAS**, the purpose of the Events was to provide a series of multicultural awareness and crime prevention summer concerts for the community; and

**WHEREAS**, the Events educated and entertained the community in the areas of music and entertainment, recreational activities, youth education, crime prevention, safety awareness, and local business participation; and

**WHEREAS**, the Events were held at the Southwest Avenue "D" loading ramp and attracted approximately four thousand (4,000) participants; and

**WHEREAS**, the Events cost approximately \$10,000 for entertainment (headliner, small groups, soloist, emcee, disc jockey), administrative costs including overtime and staff support, and other miscellaneous expenses including advertising and publicity; and

**WHEREAS**, Belle Glade has requested from County an amount not-to-exceed \$10,000 to help offset costs for the Events and

**WHEREAS**, County desires to provide funding to offset costs for the Events in an amount not-to-exceed \$10,000; and

**WHEREAS**, funding for the Events in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) District 6; and

**WHEREAS**, multi-cultural community recreational and 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 \$10,000 to Belle Glade for the Events for entertainment (headliner, small groups, soloist, emcee, disc jockey administrative costs (overtime and staff support costs), and other miscellaneous project expenses including advertising and publicity 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 Belle Glade 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 Belle Glade. Said information shall list each invoice paid by Belle Glade and shall include the vendor invoice number; invoice date; and the amount paid by Belle Glade along with the number and date of the respective check or proof of payment for said payment. Belle Glade shall attach a copy of each vendor invoice paid by Belle Glade 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, Belle Glade's Program Administrator and Project Financial Officer shall certify the total funds spent by Belle Glade on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Belle Glade and approved by Belle Glade as indicated.

3. Belle Glade incurred expenses for the Project beginning on June 1, 2009. Those costs incurred by Belle Glade for the Project, approved and submitted accordingly by Belle Glade subsequent to June 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 Belle Glade 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. Belle Glade agrees, warrants, and represents that all of the employees and participants in the Project were 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.

6. Belle Glade shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until January 31, 2010, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Belle Glade is in default of its obligations under this Agreement, the County shall provide Belle Glade thirty (30) days written notice to cure the default. In the event Belle Glade 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 Belle Glade for the Project deemed to be in default and Belle Glade shall return any County RAP funds already collected by Belle Glade for that 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. Belle Glade shall complete the Project by October 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2009 through October 31, 2009. Belle Glade shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 31, 2010. Upon written notification to County at least ninety (90) days prior to that date Belle Glade may request an extension beyond this period for the purpose of completing the Project.

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

12. Belle Glade 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 Belle Glade. 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 Belle Glade 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, Belle Glade 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 Belle Glade, 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 Belle Glade is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Belle Glade 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 Belle Glade maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Belle Glade shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Belle Glade agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Prior to execution of this Agreement by the County, Belle Glade 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 Belle Glade of its liability and obligations under this Agreement.

15. Upon request by County, Belle Glade shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

16. Belle Glade 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 Belle Glade, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

17. The County and Belle Glade 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.

18. 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.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Belle Glade 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.

20. 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.

21. 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 Belle Glade:

City Manager  
City of Belle Glade  
110 Dr. Martin Luther King Boulevard West  
Belle Glade, Fl 33430

22. 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.

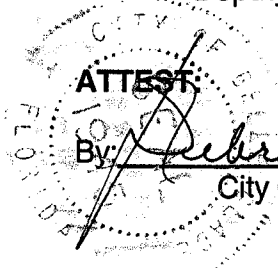
**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner John F. Koons, Chairman



**ATTEST:**  
By: [Signature]  
City Clerk

**CITY OF BELLE GLADE**  
By: [Signature]  
Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

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



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

Name of Municipality: **City of Belle Glade**  
Mailing Address: **110 Dr. Martin Luther King Boulevard West, Belle Glade,  
Florida 33430**

Name of Mayor: Steve B. Wilson

Name of City Manager: Lomax Harrelle

**Project Liaison Information:**

Name: J.D. Patrick  
Telephone #: (561) 993-0728  
Fax #: (561) 993-2089  
e-mail: [jpatrick@belleglade-fl.com](mailto:jpatrick@belleglade-fl.com)

**PROJECT INFORMATION**

1. Name of Project: **Belle Glade 2009 Summer Fest Festival**
2. Project Description
  - General (Project Scope):  
Provide a series of multicultural awareness and crime prevention summer concerts for the community.
  - Public Purpose:  
The concerts educated and entertained the community in the following areas: Music (Entertainment), Recreational Activities, Youth Education, Crime Prevention, Safety Awareness and Local Business Participation
  - Location: Loading Ramp; Southwest Avenue D
  - Anticipated Number of Participants/Users: 3,000 – 5,000
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". Do not include expenditure line item budget/ amounts.  
  
Entertainment (headliner, small groups, soloist, emcee, disc jockey), Other Costs, Administrative Cost (overtime, staff support), and other miscellaneous project expenses *including advertising and publicity*
4. Estimated Lump Sum Total for Project: \$ 10,000
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). 6/01/09 to 10/31/09

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. 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   X

Amount of Recreation Assistance Program Funding awarded \$ 10,000  
District 6  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

Key Legend

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

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

\_\_\_\_\_  
Administrator

Date

\_\_\_\_\_  
Financial Officer

Date

**PBC USE ONLY**

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage ( _____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By:

\_\_\_\_\_  
PBC Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date



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

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

**EXHIBIT B**

Grantee: \_\_\_\_\_

Submittal #: \_\_\_\_\_

\_\_\_\_\_ Date

Project Name: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

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

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

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
 Administrator

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER** (407) 445-2414 FAX: (407) 445-2868  
**World Risk Management, LLC**  
 141 Terra Mango Loop  
 Ste A  
 Orlando FL 32835

DATE (MM/DD/YYYY)  
 7/13/2009

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 Belle Glade  
 110 Dr. Martin Luther King, Jr. Blvd West  
 Belle Glade FL 33430

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: PRM/AMERICAN SAFETY		25433
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**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/ADDL LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	PRM 09-012	4/1/2009	4/1/2010	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PRM 09-012	4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PRM 09-012	4/1/2009	4/1/2010	<input checked="" type="checkbox"/> WC STATIL TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>AUTO PHYSICAL DAMAGE</b>	PRM 09-012	4/1/2009	4/1/2010	COMP - \$1000 DED COLL - \$1000 DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 With respects to the listed coverages held by the named insured, as evidence of insurance regarding the Summer Fest Festivals.

**CERTIFICATE HOLDER**  
 (561) 963-6734  
 Palm Beach County  
 Department of Recreation  
 Dennis Eshleman  
 2700 6th Ave South  
 Lake Worth, FL 33461

**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

ACORD 25 (2001/08)  
 INSURANCE FORM

**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.