Agenda Item #: 3 L 4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: December 18, 2012		(X) Consent () Workshop	() Regular () Public Hearing
Department			
Submitted By:	Environme	ntal Resources Management	<u>ıt</u>
Submitted For:	Environme	ntal Resources Management	<u>t</u> /

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve a Facilities Use Agreement between Palm Beach County (PBC) and Palm Beach Atlantic University (PBAU) in an amount not to exceed \$7,000.00 for the Lake Worth Lagoon Symposium on May 15, 2013.
- B) authorize the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Facilities Use Agreement and necessary minor amendments that do not change the scope of work, terms, or conditions of the agreement.

Summary: The Lake Worth Lagoon Initiative (LWLI) is in the process of planning the third Lake Worth Lagoon Symposium to be held at PBAU on May 15, 2013. This one-day symposium will highlight progress made over the last five years towards understanding, improving, and enhancing the Lake Worth Lagoon (LWL) ecosystem. The draft 2013 Lake Worth Lagoon Management Plan Update which summarizes achievements and sets goals for the future will be presented during the Symposium and opened for public comment at that time. To encourage maximum participation, the symposium will be free for attendees. The cost will be offset by sponsorships and donations from multiple entities including other government agencies, businesses and non-profit organizations. Countywide (SF).

Background and Justification: The LWL is the largest estuary in Palm Beach County measuring approximately 20 miles long and ½ mile wide. It stretches from The Village of North Palm Beach to the Town of Ocean Ridge. It is a local treasure and an important natural resource providing a home to many species of fish and other wildlife. Cities and towns are built along is shores, and its water is used for recreation and commerce.

For more than 100 years, LWL has suffered from the effects of development including dredging and filling, shoreline hardening, freshwater discharges from canals, and sewage inflows. Since 1990, government agencies, community organizations, and individuals have worked to improve the lagoon's water quality, restore wildlife habitat, prevent pollution, and get the community involved in taking care of the lagoon. In 2009, the LWLI, a multi-agency and stakeholder effort, was formed to increase awareness of the lagoon, support actions plans and projects consistent with the management plan, and organize lagoon science symposiums. Progress has been made, but there is more work to be done to protect, preserve, and enhance this valuable resource.

Attachments:

Recommended by:	20 Cd	11/27/12
	Department Director	Date
Approved by:	Maker	12/14/12
for	County Administrator	Date /

1. Facilities Use Agreement with Palm Beach Atlantic University

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

C.

Other Department Review:

Department Director

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$7,500				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$7,000				
POSITIONS (Cumulative) s Item Included in Current		Yes X			
B. Recommende Manatee Prote Anticipated Sp	Program M0003 ed Sources of Fundaction Fund – Public Program Agreem Fiscal Review:	ls/Summary o			
B. Recommende Manatee Prote Anticipated Sp	Program M0003 ed Sources of Fund ection Fund – Public consorship Agreem Fiscal Review:	ls/Summary o	of Fiscal Impac		
B. Recommende Manatee Prote Anticipated Sp C. Department I A. OFMB Fiscal OFMB	Program M0003 In Sources of Fund Sources of F	ds/Summary of c Outreach nents EW COMME Dev. and Co.	of Fiscal Impac	ts:	12/13/
B. Recommende Manatee Prote Anticipated Sp C. Department I A. OFMB Fisca	Program M0003 In Sources of Fund Sources of F	ds/Summary of c Outreach nents EW COMME Dev. and Co.	of Fiscal Impace NTS ntrol Commen	ts:	12/1)/

ATTACHMENT 1



FACILITIES USE AGREEMENT

Sponsoring Organization: Palm Beach County Environmental Resources

Contact Person: Ginny Powell

Address: 2300 N. Jog Rd. **Phone:** (561) 233-2452

Space Requested: Weyenberg Center

Type of Event: Symposium

Event Time: 8:30 a.m. to 5:30 p.m.

Title: Coordinator

City/State/Zip: West Palm Beach, FL 33411

Email: gpowell@co.palm-beach.fl.us

Dates of Event: May 15, 2013

Number Attending: 300

Times Space Needed: 8:00 a.m. to 6:00 p.m.

In consideration of the covenants and conditions herein expressed, the sponsoring organization hereby agrees:

To submit, prior to approval of the event, a copy of any programs, scripts, or materials related to the event for University review and approval.

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the sponsoring organization acknowledges to be self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such that may change and be set forth by the legislature. When requested, the sponsoring organization agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which University agrees to recognize as acceptable for the above mentioned coverages.

The sponsoring organization acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statutes permits actions at law against the sponsoring organization to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omissions of an employee of the sponsoring organization while acting in the scope of the employee's office or employment under circumstances in which the County, if a person, would be liable under the general laws of the State.

That the University shall not relinquish the right to control the management of the property during the term of this use and to enforce all necessary and proper rules.

That the University will not be held liable for royalties, fees, taxes, or other costs incurred by the program/performance.

That no tobacco, alcoholic beverages, or drugs will be permitted in university facilities or on university grounds.

That no property belonging to the University will be altered or removed without prior permission of the designated University official.

To inspect the property and equipment prior to use and assert that same are adequate and in proper condition for use and to return said property and equipment in the same manner.

In the event of damage to the facility caused by the participants or the sponsoring organization, any cost of repair shall be borne by the sponsoring organization to the reasonable approval of the University.

To pay Palm Beach Atlantic University for use of said facility as specified Exhibit A.

In consideration of the covenants and conditions herein expressed, University hereby agrees:

To indemnify and hold harmless the sponsoring organization from and against any and all claims, damages, liabilities, losses, fines, penalties, costs and expenses, including attorney's fees, arising out of any breach by University of any covenant, undertaking, representation, warranty, term or provision of this Agreement.

Palm Beach Atlantic University reserves the right to display promotional materials during the scheduled events.

PALM BEACH ATLANTIC	UNIVERS	SITY:	A. Char		
A STATE OF THE STA				Date:	
AUTHORIZED SIGNATUR	E		, Maryer		
William B. Fleming, Presiden	ıt Palm Be	ach Atlantic Uni	versity		
PALM BEACH COUNTY			•		
BOARD OF COUNTY COM	IMISSION	IERS:			-
				Date:	
PBC BCC Chair		**			
APPROVED AS TO TERMS	AND CO	NDITIONS:		•	
Robert Robbins, Director		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Environmental Resources Ma	nagement				
	-				
APPROVED AS TO FORM.	AND LEG	AL SUFFICIEN	ICY:		
Assistant County Attorney					

901 South Flagler Drive P.O. Box 24708 West Palm Beach, FL 33416-4708

Exhibit A FEE PROPOSAL

Palm Beach County Environmental Resources May 15, 2013

FACILITY USAGE COSTS:	• •	Cost
Weyenberg Center		375.00
Classroom		240.00
<u>SERVICE COSTS:</u>		
Sound System	·	100.00
LABOR COSTS:		
Sound Technician	\$25/hour x 8 hours	200.00
Housekeeping	\$20/hour x 3 hours	60.00
	subtotal	975.00
FOOD SERVICES:	,	
Continental Breakfast	300 @ \$6 each	\$1,800.00
Coffee		\$269.85
water/soda		\$436.00
Hot Lunch in Fresh Foods	300 @ \$8 each	\$2,400.00
Food Cost Per Person	\$16.35	
20 table linens	20 x \$15.50 each	\$310.00
	Approximate food cost:	\$5,215.85

TOTAL shall be only for items and suage as listed. Any additional items, usage or expenses shall be as agreed to in writing between Palm Beach County and Palm Beach Atlantic University.

PAYMENTS: Palm Beach County (PBC) will pay Palm Beach Atlantic University (PBAU) the amount requested in Exhibit A not to exceed \$7000.00. Downpayment of \$2,500 will be due and payable no later than March 15, 2013. PBC will provide total head count to PBAU on May 8, 2013. On May 15, 2013, PBAU will invoice PBC for the remaining balance based upon May 8th head count and per person charge of \$16.35. PBC will pay PBAU within 30 days of receipt of the final invoice.

PBA:	***************************************	
Organization:		
organization		