

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$7,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$7,000				

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 1226 Department 380 Unit 3252 Object 4801
 Program M0001

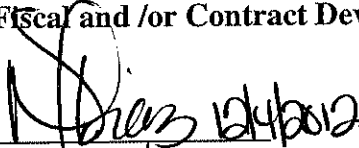
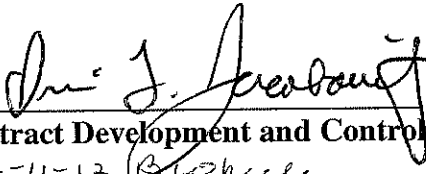
B. Recommended Sources of Funds/Summary of Fiscal Impact:


Manatee Protection Fund – Public Outreach
 Anticipated Sponsorship Agreements

C. Department Fiscal Review: 

III. REVIEW COMMENTS

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

 12/4/12
 OFMB
 12/11/12
 Contract Development and Control
 12-11-12 Blohull

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT 1



FACILITIES USE AGREEMENT

Sponsoring Organization: Palm Beach County Environmental Resources
Contact Person: Ginny Powell **Title:** Coordinator
Address: 2300 N. Jog Rd. **City/State/Zip:** West Palm Beach, FL 33411
Phone: (561) 233-2452 **Email:** gpowell@co.palm-beach.fl.us
Space Requested: Weyenberg Center **Dates of Event:** May 15, 2013
Type of Event: Symposium **Number Attending:** 300
Event Time: 8:30 a.m. to 5:30 p.m. **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 UNIVERSITY:

AUTHORIZED SIGNATURE

William B. Fleming, President Palm Beach Atlantic University

Date: _____

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

PBC BCC Chair

Date: _____

APPROVED AS TO TERMS AND CONDITIONS:

Robert Robbins, Director
Environmental Resources Management

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

<u>FACILITY USAGE COSTS:</u>		<u>Cost</u>
Weyenberg Center		375.00
Classroom		240.00
<u>SERVICE COSTS:</u>		
Sound System		100.00
<u>LABOR COSTS:</u>		
Sound Technician	\$25/hour x 8 hours	200.00
Housekeeping	\$20/hour x 3 hours	60.00
	subtotal	975.00
<u>FOOD SERVICES:</u>		
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: _____