

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	May 6, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:			
Submitted By:	TOURIST DEVELOPMENT COUNCIL		
Submitted For:	CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The Second Amendment to the Agreement (R2012-1318) with the Cultural Council of Palm Beach County, Inc. (the "Cultural Council") amending the Purchasing Guidelines to allow for "piggyback" purchases.

Summary: This Amendment to the Agreement amends the Purchasing Guidelines to allow the Cultural Council to procure goods and services without requiring a competitive selection through purchases off contracts of other entities ("piggyback" purchases). (TDC) Countywide (DW)

Background and Policy Issues: The ability to "piggyback" is currently contained in the Agreement between the County and Discover Palm Beach County d/b/a Palm Beach County Convention & Visitors Bureau (CVB). Allowing the Cultural Council to purchase goods and services without requiring a competitive solicitation would streamline the procurement process for the Cultural Council.

Attachments:

1. Second Amendment to the Agreement

Recommended by: _____

4/10/14

Date

Approved by: _____

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Reporting Category _____

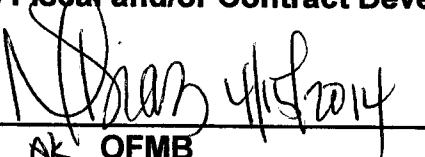
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:



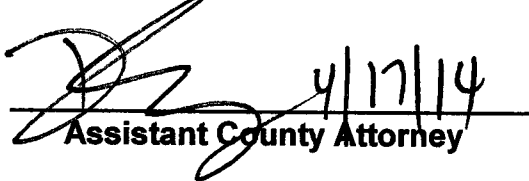
III. REVIEW COMMENTS

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


AK OFMB
4/11 4/14/14


Contract Development and Control
4-16-14 B. Beck

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:


Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

SECOND AMENDMENT TO THE AGREEMENT

between

PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

and

CULTURAL COUNCIL OF PALM
BEACH COUNTY, INC.

on behalf of the

TOURIST DEVELOPMENT COUNCIL

**SECOND AMENDMENT TO AGREEMENT WITH
CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.**

This Second Amendment to the Agreement dated September 11, 2012 (R-2012-1318) is made and entered into effective this 6th day of May, 2014, by and between the CULTURAL COUNCIL OF PALM BEACH COUNTY, INC., a Florida not-for-profit corporation, (hereinafter referred to as "CULTURAL COUNCIL") whose Federal I.D. Number is 59-1862336, and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the COUNTY and CULTURAL COUNCIL entered into an Agreement dated September 11, 2012; and

WHEREAS, there is a need to make minor revisions to this Agreement in order to allow CULTURAL COUNCIL to purchase or contract for goods and services without competitive selection through purchase off contracts of other entities ("piggyback purchases").

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties hereto agree as follows:

Section 21, Purchasing Guidelines, of the Agreement is hereby amended to add Paragraph G as follows:

G. Purchasing under Government Price Agreements. The Cultural Council may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm

Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided such governmental entity, agency or bureau utilized a competitive process and, providing that CULTURAL COUNCIL accepts the same terms and conditions specified within the originating contract; and providing that the contractor extends the same terms and conditions of the contract to CULTURAL COUNCIL. Contracts and purchases made under such agreements will be deemed as lowest bidder.

All other provisions of said Agreement, dated September 11, 2012, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the day and year first written above.

ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

(SEAL)

ATTEST:

CULTURAL COUNCIL OF PALM
BEACH COUNTY, INC.

By: _____
Witness

By: _____
Bert Korman, Chairman

(SEAL)

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glenn Jergensen, Director
Tourist Development Council

By: _____
Dawn S. Wynn
Senior Assistant County Attorney

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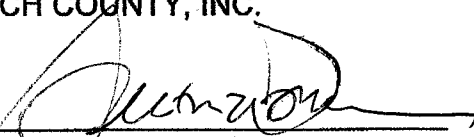
By: _____
Priscilla A. Taylor, Mayor

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By: 
Bert Korman, Chairman

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