

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|--------------|--------------|-------|-------------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>7,500</u> | <u>7,500</u> | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>7,500</u> | <u>7,500</u> | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |
| Is Item Included in Current Budget? | | Yes <u>X</u> | | No _____ | |
| Does this item include the use of federal funds? | | Yes _____ | | No <u>X</u> | |
| Budget Account No.: | | | | | |
| Fund <u>1232</u> Department <u>380</u> Unit <u>3252</u> Object <u>3401</u> | | | | | |

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Manatee Protection Fund – Outreach (1232) \$15,000

C. Department Fiscal Review:

L. Henry

III. REVIEW COMMENTS

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

| | |
|---|--|
| <p>_____ <i>Lore Monte 1/21/21</i> OFMB <i>1/16</i> <i>(1/16)</i></p> | <p>_____ <i>David J. Jacobus 1/20/21</i> Contract Development & Control <i>1-20-21 TW</i></p> |
|---|--|

B. Legal Sufficiency:

(Signature) 1/21/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

Memorandum of Understanding (MOU)
between Discover Palm Beach County, Inc.
and Palm Beach County
for LagoonFest 2021 Event Management

This Memorandum of Understanding is made as of the ___ day of _____ 2021 by and between Discover Palm Beach County, Inc. referred to as the DTPB, and Palm Beach County, a political subdivision of the State of Florida, referred to as County. In consideration of the mutual promises contained herein, DTPB and the County agree as follows:

DTPB will contract with a professional event management company (EMC) for LagoonFest 2021. The EMC shall provide special event management services that include comprehensive event management - planning, marketing, promotion, sponsorship development and implementation of LagoonFest 2021. LagoonFest is a free, public outreach event located downtown on the waterfront, and it serves to connect citizens and celebrate our natural treasure – Lake Worth Lagoon. As a co-producer of this event, the County shares responsibility for the financial and managerial aspects of the event with DTPB. As part of that responsibility, the County will contribute a not to exceed amount of \$15,000 towards DTPB's contract with the EMC and other ancillary costs for this event.

DTPB and County's interest in LagoonFest is to elevate awareness and create a connection with Lake Worth Lagoon for locals and visitors of Palm Beach County. Lake Worth Lagoon is Palm Beach County's largest estuary ecosystem, an essential natural resource to our community and an eco-tourism destination for visitors of Palm Beach County.

I. SCOPE OF WORK

In consultation with the County, DTPB will contract with an EMC to help secure necessary municipal approvals, plan, design, market, promote, secure sponsorships for, and produce an outdoor, eco-themed, family-friendly festival along the lagoon waterfront in downtown West Pam Beach. The 7th Annual LagoonFest which is scheduled for Saturday, November 6, 2021, will help raise awareness of the natural wonders of the lagoon through interactive, nature-based exhibitors and vendors designed to engage participants in fun and meaningful ways.

II. PARTY'S REPRESENTATIVES/LIAISON

- a. The County's representative during the performance of this MOU shall be Alicia Andersen, ERM Project Manager, telephone number 561-233-2448, email address AAndersen@pbcgov.org or successor.
- b. DTPB's representative during the performance of this MOU shall be Sergio Piedra, Director, Community Engagement and Advocacy, DTPB, telephone number 561-233-3035, email address Spiedra@ThePalmBeaches.com or successor.

III. SERVICES

DTPB represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Memorandum of Understanding. Through a contract with an EMC, services include planning, assistance in securing municipal authorizations, offsetting event costs through sponsorship development, event marketing and promotion, maintenance of event budget records, as well as event management during LagoonFest.

IV. SCHEDULE

DTPB will begin this project in February 2021. Below is the anticipated project timeline.

- a. Complete, countersigned agreement with selected EMC (contract) – March 1, 2021
- b. Approved event application with the City of West Palm Beach – March 31, 2021
- c. LagoonFest – November 6, 2021
- d. LagoonFest 2021 Post-Event Summary meeting with DTPB, County and EMC. Review key points for improvements and changes for next year.
- e. Final invoices – December 15, 2021

V. DELIVERABLES

DTPB will deliver to the County:

- a. Copy of the signed contract with selected EMC by March 1, 2021.
- b. Completion of LagoonFest event on November 6, 2021

VI. PAYMENT

The County shall pay DTPB \$15,000 as follows:

- a. \$7,500 upon delivery of the signed contract with selected EMC.
- b. \$7,500 upon completion of LagoonFest event and delivery of final invoice.

An invoice must be submitted by DTPB for payment to be processed. Invoice must include a list of deliverables/services rendered. Allow net thirty (30) days for payment.

VII. RIGHTS

DTPB acknowledges and agrees that the County shall reserve the right to review and approve/deny event exhibitors, vendors and sponsors to ensure alignment with goals and values of LagoonFest, DTPB and the County

VIII. TERMINATION

Either party may terminate this MOU for good cause shown by giving the other party thirty (30) days' notice in writing.

IX. REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or DTPB.

X. NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, DTPB warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, DTPB represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, DTPB shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall DTPB retaliate against any person for reporting instances of such discrimination. DTPB shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. DTPB understands and agrees that a material violation of

this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. DTPB shall include this language in its subcontracts.

XI. ACCESS AND AUDITS

DTPB shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at DTPB's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of DTPB, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

XII. SEVERABILITY

If any term or provision of this MOU, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this MOU shall be deemed valid and enforceable to the extent permitted by law.

XIII. E-VERIFY - EMPLOYMENT ELIGIBILITY

DTPB warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, DTPB shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of DTPB's subcontractors performing the duties and obligations of this MOU are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

DTPB shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. DTPB shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this MOU which requires a longer retention period. COUNTY shall terminate this MOU if it has a good faith belief that DTPB has knowingly violated Section

448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that DTPB's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify DTPB to terminate its contract with the subcontractor and DTPB shall immediately terminate its contract with the subcontractor.

If County terminates this MOU pursuant to the above, DTPB shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this MOU was terminated. In the event of such contract termination, DTPB shall also be liable for any additional costs incurred by County as a result of the termination.

XIV. INDEMNIFICATION

DTPB shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of DTPB's performance of the terms of this MOU or due to the acts or omissions of DTPB.

XV. REGULATIONS; LICENSING REQUIREMENTS

The DTPB shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DTPB is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this MOU on behalf of the COUNTY and DTPB has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
Clerk of the Circuit Court
And Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

WITNESS:

DISCOVER PALM BEACH COUNTY, INC.

Signature

Signature

Name (Type or Print)

Jorge Pesquera
Typed Name

Chief Executive Officer
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Scott A. Stone Date
Assistant County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

 _____
Deborah Drum Date
Department Director