

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: August 23, 2022 Consent Regular
 Workshop Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Memorandum of Understanding (MOU) between Discover The Palm Beaches (DTPB), and Palm Beach County for LagoonFest 2022 Event Management, providing \$15,000 for event planning and management services; including DTPB securing a contract with a professional event management company, to plan, promote and implement LagoonFest 2022 with an effective date of January 10, 2022, and terminates on December 15, 2022; and

B) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the MOU that do not substantially change the terms or conditions of the MOU.

Summary: LagoonFest is an annual eco-themed festival that aims to inspire a connection between residents and visitors to Lake Worth Lagoon, the County’s largest estuary. Utilizing a professional event management firm, DTPB will partner with Environmental Resources Management (ERM) to plan, promote and implement LagoonFest 2022, which is scheduled to take place on November 5, 2022. A professional event management firm will provide services that include but are not limited to 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. County’s contribution of \$15,000 will offset festival expenses including approximately 50% of the contract with the event management firm contracted by DTPB. Funding is provided from the County’s Manatee Protection Fund (1232). The MOU has a retroactive effective date of January 10, 2022 due to time sensitive hiring of an event management company for the permitting and planning schedule required for Lagoonfest, which occurred prior to the execution of this MOU. Countywide (SS)

Background and Justification: On August 21, 2007, the Board of County Commissioners adopted the Manatee Protection Plan, which establishes an initiative for an education and awareness program. LagoonFest is an annual, family-friendly festival aimed to connect residents and visitors with Lake Worth Lagoon, the County’s largest estuary and a critical resource for manatees in south Florida. Additionally, LagoonFest promotes Lake Worth Lagoon as an eco-tourism destination in the Palm Beaches. DTPB has committed to contribute \$15,000 toward this event.

Attachment:

- 1. DTPB Memorandum of Understanding

Recommended by: Deborah Drum Digitally signed by Deborah Drum
DN: cn=Deborah Drum, o=Palm Beach County, ou=Enterprise, ou=ERM, ou=Users, cn=Deborah Drum,
email=drum@pbcgov.org **Date** _____

Approved by: Tau I am approving this document
Location: your signing location here
Date: 2022.07.08 19:14:32-0400
PDF Editor Version: 11.2.1 **Date** 7/14/22

Assistant County Administrator **Date** _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
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:

_____ 

III. REVIEW COMMENTS

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

favorable copy 7/13/22

 OFMB *PC 7/13/22*

7-14-22 TW

 Contract Development & Control *7/14/22*

B. Legal Sufficiency:

_____ 
 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 2022 Event Management**

This Memorandum of Understanding is made as of the ___ day of _____ 2022 by and between Discover Palm Beach County, Inc., dba Discover The Palm Beaches (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 2022. The EMC shall provide special event management services that include comprehensive event management - planning, marketing, promotion, sponsorship development and implementation of LagoonFest 2022. LagoonFest is a free, public outreach and engagement event located in downtown West Palm Beach on the waterfront. This annual festival serves to connect citizens and visitors to the wonder and value of our local, 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 for this event and for the completion of 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 9th Annual LagoonFest, which is scheduled for Saturday, November 5, 2022, 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 MOU. 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 began this project in January 2022. Below is the project timeline, including both completed and anticipated tasks.

- a. Complete, executed agreement between DTPB and the selected EMC, Festival Management Group, Inc., on January 10, 2022 (Completed)
- b. LagoonFest event application approved by the City of West Palm Beach – February 4, 2022 (Completed)
- c. LagoonFest – November 5, 2022
- d. LagoonFest 2022 Post-Event Summary meeting with DTPB, County and EMC. Review key points for improvements and changes for next year. – November, 10, 2022
- e. Final invoices – December 15, 2022

V. DELIVERABLES

DTPB will deliver to the County:

- a. Copy of the executed contract between DTPB and the selected EMC. County received a copy of the fully executed EMC contract agreement on June 28, 2022 (Completed)
- b. Completion of LagoonFest event on November 5, 2022

VI. PAYMENT

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

- a. \$7,500 upon delivery of an invoice from DTPB for the completed deliverable described in Section V.a. of this MOU

- b. \$7,500 upon completion of LagoonFest event and delivery of final invoice from DTPB.

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 MOU shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the MOU 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 MOU 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 MOU, 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 MOU, 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 MOU.

As a condition of entering into this MOU, 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 MOU and may result in termination of this MOU, 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 five (5) years after completion or termination of this MOU. 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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of DTPB's subconsultants performing the duties and obligations of this MOU are registered with

the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

DTPB shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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 subconsultant 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 subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify DTPB to terminate its contract with the subconsultant and DTPB shall immediately terminate its contract with the subconsultant. 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; LICNESING 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.

XVI. EFFECTIVE DATE/TERM

The effective date of the MOU shall be January 10, 2022, the date that DTPB began conducting work as described herein and shall terminate on December 15, 2022.

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

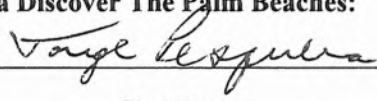
By: _____
Robert S. Weinroth, Mayor

WITNESS:

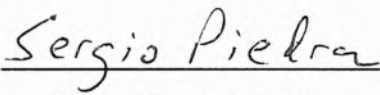
Discover Palm Beach County, Inc.,
dba Discover The Palm Beaches:



Signature



Signature



Name (Type or Print)

Jorge Pesquera

Typed Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Chief Executive Officer

Title

Scott A. Stone Date
Assistant County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

Deborah Drum 

Deborah Drum Date
Department Director