

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	March 14, 2023	(X) Consent	() Regular
		() Workshop	() Public Hearing
Department:	<u>Environmental Resources Management</u>		

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 (County) to co-share the financial and managerial duties associated with the annual LagoonFest events from 2023 through 2025. County will provide a 50% financial commitment not to exceed \$25,000 for each event year for DTPB to secure a contract with a professional event management company to plan, promote and implement annual LagoonFest events from 2023 through 2025; and

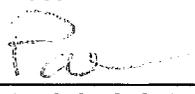
B) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the MOU that do not substantially change the terms or conditions of the MOU.

Summary: LagoonFest is an annual eco-themed festival that aims to inspire a connection between residents and visitors to Lake Worth Lagoon (LWL), the County's largest estuary. DTPB will partner with Environmental Resources Management (ERM) to plan, promote and implement annual LagoonFest Events from 2023 through 2025 utilizing a professional event management firm. A professional event management firm will provide services that include but are not limited to planning, securing municipal authorizations, offsetting event costs through sponsorship development, event marketing and promotion, maintenance of event budget records, as well as logistics and management during LagoonFest events. As co-producer of the LagoonFest events, ERM shares responsibility for the financial and managerial aspects with DTPB. ERM will contribute 50% of the event management firm fees not to exceed \$25,000 for each event year. The event management firm will be contracted by DTPB. Funding is provided from the County's Manatee Protection Fund (1232). Countywide (SF)

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 LWL, the County's largest estuary and a critical resource for manatees in south Florida. Additionally, LagoonFest promotes LWL as an eco-tourism destination in the Palm Beaches. DTPB has committed to contribute 50% of event management expenses toward annual LagoonFest events.

Attachment:

1. DTPB Memorandum of Understanding

Recommended by:		1-31-23	
	Department Director	Date	SF 1/25/23
Approved by:		2/13/23	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>12,500</u>	<u>25,000</u>	<u>25,000</u>	<u>12,500</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>12,500</u>	<u>25,000</u>	<u>25,000</u>	<u>12,500</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) \$25,000 annual

C. Department Fiscal Review:

_____ *S. Henry*

III. REVIEW COMMENTS

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

*for review
02/06/23
2/6/23*

Lisa M. ... 2/6/23
OFMB QA 210

Ar. S. ... 2/7/23
Contract Development & Control
MA 2/7/23

B. Legal Sufficiency:

_____ *[Signature]*
Assistant County Attorney

C. Other Department Review:

_____ Department Director

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

This Memorandum of Understanding is made as of the ___ day of _____ 2023 by and between Discover Palm Beach County, Inc., a nonprofit corporation dba Discover The Palm Beaches (DTPB) and Palm Beach County, a political subdivision of the State of Florida (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 management of the annual LagoonFest events from 2023 through 2025. The EMC shall provide special event management services that include comprehensive event management - planning, marketing, promotion, sponsorship development, and implementation of the annual LagoonFest events. 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 50% towards DTPB’s contract with the EMC for the annual LagoonFest events not to exceed \$25,000 in any given event year.

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.

All items in the Scope of Work are applicable for ALL years unless otherwise specified.

I. SCOPE OF WORK

In consultation with the County, including the County’s prior written consent with regard to the total contract amount of each annual contract with an EMC, DTPB will contract with an EMC that will be responsible to secure necessary municipal permits and approvals, plan, design, market, promote, secure sponsorships for, and produce an outdoor, eco-themed, family-friendly festival along the lagoon waterfront in downtown West Palm Beach once a year for each year of this MOU. The Annual LagoonFest events are scheduled for the first Saturday in November of each event year. LagoonFest helps raise awareness of the natural wonders of the lagoon and its watershed 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.

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- 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, DTPB shall provide services including 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

For each annual LagoonFest event, below is the projected annual timeline.

- a. DTPB shall complete executed agreement between DTPB and the selected EMC by February 1st of each event year.
- b. DTPB shall ensure that a LagoonFest Event application is submitted to the City of West Palm Beach one year prior to each event to be held the subsequent November.
- c. LagoonFest shall be held the first Saturday of November of each event year.
- d. LagoonFest Post-Event Summary meeting with DTPB, County, and EMC. By November 15th of each event year, DTPB, EMC, and County shall meet to review the Lagoonfest event that just occurred and to discuss improvements and changes for the next year's Lagoonfest.
- e. Final invoices shall be submitted to County by December 15th of each event year.

V. DELIVERABLES

DTPB will deliver to the County:

- a. Copy of the executed contract between DTPB and the selected EMC for each event year.
- b. Completion of LagoonFest event the first Saturday in November of each event year.
- c. Proof of Performance prepared by the EMC for each event year.

VI. PAYMENT

The County shall pay DTPB as follows:

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- a. Fifty percent (or 50%) of the EMC total contract upon delivery of an invoice from DTPB for the completed deliverable described in Section V.a. of this MOU.
- b. The remaining 50% of the EMC's total contract amount upon completion of the annual LagoonFest event and delivery of a final invoice from DTPB.

An invoice must be submitted by DTPB for payment to be processed. Each invoice must include a list of deliverables/services rendered. Invoices will be paid within thirty (30) days of approval of invoice and deliverables/services.

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 ninety (90) 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.

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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

Attachment 1

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 and EMC 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 or EMC's performance of the terms of this MOU or due to the acts or omissions of DTPB or EMC.

XV. REGULATIONS; LICENSING REQUIREMENTS

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 March 14, 2023, the date that DTPB began conducting work as described herein and shall terminate on December 15, 2025.

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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

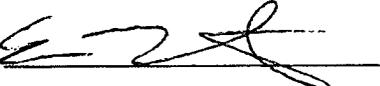
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

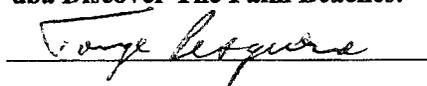
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

WITNESS:

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


Signature


Signature

Evan Lomrantz
Name (Type or Print)

Jorge Pesquera
Typed Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Chief Executive Officer
Title

Shannon Fox Date
Assistant County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

Deborah L. Drum
Drum

Deborah Drum Date
Department Director

