Agenda Item #: 3.M.10.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2006

[X] Consent
[] Ordinance

[] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

Submitted By: <u>Parks and Recreation Department</u>

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the Palm Beach County Caribbean American Cultural Commission, Inc. for the period August 15, 2006, through November 30, 2006, in an amount not-to-exceed \$5,000 for funding of the 2006 Caribbean American Awareness Festival.

Summary: This funding is to help offset costs for the annual Caribbean American Awareness Festival held by the Palm Beach County Caribbean American Cultural Commission, Inc. The 2006 festival was held on July 1, 2006, and was attended by approximately 5,000 participants. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to January 3, 2006. Funding is from the Recreation Assistance Program (RAP). **District 7 (AH)**

Background and Justification: The Palm Beach County Caribbean American Cultural Commission, Inc. is a not-for-profit agency whose mission is to contribute skills and talent to county schools and the community at large through the use of steel pan music and other West Indian mediums in order to expose Palm Beach County residents to foreign cultural arts and bridge cultural gaps. The 2006 Caribbean American Awareness Festival was held on July 1, 2006 at Bicentennial Park in Riviera Beach.

The total cost of this annual event was approximately \$63,100 for airline travel, lodging, stage productions, advertising, license and permits for bandleaders, security, and other organizational and miscellaneous expenses for the event. This District 7 RAP allocation will help offset \$5,000 of the cost of the festival. The Agreement has been executed on behalf of the Palm Beach County Caribbean American Cultural Commission, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: Department Director Approved by: Date Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010				
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 5,000 -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-				
NET FISCAL IMPACT	5,000	0	0	-0-	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	·								
Is Item Included in Curren Budget Account No.:		Department _		1 <u>7</u>					
B. Recommended Sourc	es of Funds/S	ummary of Fis	scal impact:						
Recreation Assistant	ce Program	•							
District 7 360	0-583-R907-09	3-8201	\$5,000						
C. Departmental Fiscal F	Review:	ckope	lakis		-				
	<u>III. RE</u>		ENTS						
A. OFMB Fiscal and/or C	ontract Develo	opment and C	ontrol Comme	nts:					
B. Legal Sufficiency:									
Assistant County Attorne	127 106 ey		contract review re	-					
C. Other Department Rev	view:								

Department Director

REVISED 10/95 ADM FORM 01

AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY CARIBBEAN AMERICAN CULTURAL COMMISSION, INC. FOR THE 2006 CARIBBEAN AMERICAN AWARENESS FESTIVAL

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Palm Beach County Caribbean American Cultural Commission, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Cultural Commission."

WITNESSETH:

WHEREAS, the mission of the Cultural Commission is to contribute skills and talent to Palm Beach County schools and the Palm Beach County community through the use of steel pan music and other classic West Indian mediums in order to expose the community to foreign cultural arts and bridge the gap among citizens; and

WHEREAS, Cultural Commission hosted the 2006 Caribbean American Awareness Festival on July 1, 2006, at Bicentennial Park in Riviera Beach (the event); and

WHEREAS, the event included entertainment, food, and drinks; and

WHEREAS, the budget for the event was \$63,100 for airline travel, lodging, stage productions, advertising, license and permits for bandleaders, security, and other organizational and miscellaneous expenses for the event; and

WHEREAS, Cultural Commission has requested that County provide \$5,000 to help offset the cost of the event; and

WHEREAS, funding for the event in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, community events are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$5,000 for the event for airline travel, lodging, stage productions, advertising, license and permits for bandleaders, security, and other organizational and miscellaneous expenses for the event, as set forth in Exhibit "A", hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Cultural Commission on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Cultural Commission. Said information shall list each invoice paid by Cultural Commission and shall include the vendor invoice number; invoice date; and the amount paid by Cultural Commission along with the number and date of the respective check or proof of payment for said payment. Cultural Commission shall attach a copy of each vendor invoice paid by Cultural Commission along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Cultural Commission's Program Administrator and Project Financial Officer shall certify the total funds spent by Cultural Commission on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Cultural Commission and approved by Cultural Commission as indicated.

3. Cultural Commission incurred expenses for the Project beginning on January 3, 2006. Those costs incurred by Cultural Commission for the Project, approved and submitted accordingly by Cultural Commission subsequent to January 3, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Cultural Commission may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Cultural Commission warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Cultural Commission agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Cultural Commission shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until November 30, 2006, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Cultural Commission is in default of its obligations under this Agreement, the County shall provide Cultural Commission thirty (30) days written notice to cure the default. In the event Cultural Commission fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Cultural Commission for the Project deemed to be in default and Cultural Commission shall return any County RAP funds already collected by Cultural Commission for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Cultural Commission shall complete the Project by August 31, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 3, 2006, through August 31, 2006. Cultural Commission shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Cultural Commission may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Cultural Commission's request for said extension.

12. In the event Cultural Commission ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Cultural Commission. The determination that Cultural Commission has ceased or suspended the Project shall be made by County and Cultural Commission agrees to be bound by County's determination.

13. Cultural Commission agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Cultural Commission. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Cultural Commission is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Cultural Commission shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Cultural Commission, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which Cultural Commission is eligible to receive reimbursement from the County.

16. Cultural Commission shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Cultural Commission are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Cultural Commission under this Agreement.

Commercial General Liability. Cultural Commission shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Cultural Commission shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Cultural Commission shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. Cultural Commission shall provide this coverage on a primary basis.

Additional Insured. Cultural Commission shall endorse the County as an Additional

Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers,

Employees and Agents." Cultural Commission shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Cultural Commission hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Cultural Commission shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Cultural Commission enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Cultural Commission shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Cultural Commission shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Cultural Commission shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Cultural Commission, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Cultural Commission may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Cultural Commission certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, Florida 33461

As to Cultural Commission:

President Palm Beach County Caribbean American Cultural Commission, Inc. P.O. Box 9216 Riviera Beach, FI 33404

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be

entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

By:

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the

date first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

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

Deputy Clerk

By: Tony Masilotti, Chairman

WITNESSES

PALM BEACH COUNTY CARIBBEAN AMERICAN CULTURAL COMMISSION, INC. FEI Number: 41-2161407

By: DY Name (Type or Print) residen Title: Ø By: Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By ; Dennis L. Eshleman, Director

Parks and Recreation Department

By:

County Attorney

Recreation Assistance Program (RAP) Exhibit "A" to Agreement

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: Palm Beach County Caribbean American Cultural Commission, Inc.

Mailing Address: P.O. BOX 9216, Riviera Beach, FI 33404

Federal Employer Identification Number:

Name of President:Victor RossName of Executive Director:N/A

Project/Project Liaison Information:

Name:Dr. Shirley P. HorsfordTelephone #: 561-687-4130Fax #:e-mail:ep1231.1@juno.com

Purpose/Mission of Agency:

To contribute skills and talent to the Palm Beach County community through steel pan music in order to expose schools and the community in Palm Beach County to foreign cultural art; to use West Indian mediums to bridge the gap among the County's citizens; to bring together groups of different ethnic and cultural backgrounds; to provide guidance and counseling and lift their vision from normal perceived limitations; and to provide scholarship programs for elementary, middle, and high school students.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: 2006 Caribbean American Awareness Festival

- 2. Project/ Program Description
 - General (Project Scope):

2006 annual Caribbean American Awareness Festival will be held on July 1, 2006 at Bicentennial Park in Riviera Beach. The festival will feature steel drum music and West Indian mediums to offer a multi-cultural community building activity.

Public Purpose:

Bring the community together for a free, community-wide celebration.

Location: Bicentennial Park in Riviera Beach

Anticipated Number of Participants/Users: 5,000

Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". <u>Do not include expenditure line item budget/amounts.</u>

Entertainment Airline travel Lodging Stage productions Advertising License and permits for band leaders Security Organizational Costs Other miscellaneous event expenses

4. Estimated Lump Sum Total for Project/Program \$63,100

\$ 03,100

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame. <u>01/03/06</u> to <u>08/31/06</u> month/day/year

(Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

3.

Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

\$5,000 District 7 (filled in by County)

Form available online by request. Contact Susan Yinger at svinger@pbcgov.com



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

		Date			
Grantee		Project Name:			
Submission #:	• •	Reimbursement Period:			
Item	Key	Project Costs This Submission	Cumulative Project Costs		

Contractual Services	(C)		. .	
Salary & Wages (% of salaries)	(S)			· · · · ·
Materials, Supplies, Direct Purchases	(M)		•	
Equipment	(E)			
Travel	(T)			
Indirect Costs	(I)	·····		

TOTAL PROJECT COSTS

Key Legend

C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Administrator

Date

Financial Officer

request.

Date

Certification: I hereby certify that the documentation has

been maintained as required to support the project expenses reported above and is available for audit upon

	PBC USE ON	<u>LY</u>		
County Funding Participation	\$	· · · · · · · · · · · · · · · · · · ·		•
Total Project Costs To Date:	\$			•
County Obligation To Date	\$		_	
County Retainage (%)	\$			
County Funds Previously Disburs	sed \$	····	• •••••	
County Funds Due this Billing	\$	······································	. ·	· · ·
Reviewed and Approved By:			÷.,	
	PBC Project Administrate	or	Date	
	Department Director		Date	

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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES DURCHASE SCHEDULE

CONTRA	M = Materials, E = Equipmen T = Travel I = Indirect C	t	Direct Purchases		Dat		JULL		
•	Grantee:	· ··· ··· ··· ··· ···			Proje	ct Name:	·		_
	Submittal #:			•	Contr	act Reimbursemer	nt Period:		
		•	Check or \		Invoi				• •
# Payee (Vendor	r/Contractor)	Key	Number	Date	Number	Date	Amount	Expense Description	
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Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Key Legend

C = Contractual Services

S = Salary & Wages

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

Financial Officer

Date

Page 2 of

C = Contractual Services

Key Legend

S = Salary & Wages M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

			 Check or	Voucher	Invoid	ce		
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Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

Financial Officer

Date

Page 3 of

CORD CERTIFIC	ATE OF LIABIL	ITY INSU	JRANCE		06/	DATE (MM/DD/YYYY) 15/2006
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RIVERIA BCH FL 33404		INSURER E:				
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X COMMERCIAL GENERAL LIABILITY	B693	01101100			EXP (Any one person)	\$ 5,000
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CERTIFICATE HOLDER	CANCELLA HUN
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
PALM BEACH COUNTY %	DATE THEREOF THE ISSUING INSURER WILL ENDERVOR TO HAVE
PARKS AND RECREATION DEPT	HONDE TO THE DEPTIFICATE HOLDER HAMED TO THE LEFT, BUT FAILURE TO SO SHALL
2700 6TH AVE	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR
LAKEWORTH, FL 33461	REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

FAX 561-963-6747 ACORD 25 (2001/08)

07/12/2006 12:08

15616874130

PAT

PAGE 01/01

PALM BEACH COUNTY CARIBBEAN AMERICAN CULTURAL COMMISSION, INC.



P.O. BOX 9216 RIVIERA BEACH, FL 33404 (\$61):687-4130 Victor Ross, President Michael Harrigton, VP Operation: Cynthia Jackman, VP Modering Dr. Shleley P. Horstord, VP

Palm Beach County Parks & Recreation Dept. 2700 6th, Ave. Lake Worth, Fl. 33461

This letter will document for your files that the PBCCACC does not have any

Employees, and therefore, it is not required by the State of Florida to carry werkman's

Compensation.

Sincere Dr. Shirley F July 12,2006 Horsford, VP