

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the City of Lake Worth for the period September 12, 2006, through April 30, 2007, in an amount not-to-exceed \$4,700 for funding of Lake Worth Wildcats league expenses.

Summary: This funding is to help offset costs paid by the City of Lake Worth for the Lake Worth Wildcats football league for league expenses. The league serves approximately 150 children and youth annually. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to July 17, 2006. Funding is from the Recreation Assistance Program (RAP).
District 7 (AH)

Background and Justification: The Lake Worth Wildcats football league is sponsored by the City of Lake Worth, which provides facilities and program expenses for the league. The league offers a low cost football program that provides positive alternative opportunities for children and youth. The annual cost of the program is approximately \$60,000 for equipment, operational expenses, officials, insurance, uniforms, and other miscellaneous expenses related to the program. The RAP allocation of \$4,700 from District 7 will help offset a portion of these costs. The Agreement has been executed on behalf of the City of Lake Worth, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

8/16/06
Date

Approved by: 
Assistant County Administrator

8/22/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>4,700</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>4,700</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 3600 Department 583 Unit R907
Object 8101 Program N/A

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

Recreation Assistance Program

District 7 3600-583-R907-094-8101 \$4,700

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Elizabeth Bleuer 8/18/06
OFMB
8/17/06
8/17/06
8/17/06

Jim J. Jacoby 8/21/06
Contract Development and Control
8/21/06

B. Legal Sufficiency:

Anne Delgado 8/22/06
Assistant County Attorney

THIS Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF LAKE WORTH FOR FUNDING OF LAKE WORTH WILDCATS
LEAGUE EXPENSES**

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 the City of Lake Worth, a Florida Municipal Corporation, hereinafter referred to as "Lake Worth".

W I T N E S S E T H:

WHEREAS, Lake Worth's Recreation Department participates in the Lake Worth Wildcats football program (the Program) as a sponsor by providing some funding and the use of facilities for the Program; and

WHEREAS, between eighty (80) and one hundred fifty (150) children and youth participate in the Program annually; and

WHEREAS, the Program is a low cost football program which provides positive alternative opportunities for the youth of the Lake Worth community; and

WHEREAS, the 2005-2006 budget for the Program is approximately \$60,000 for equipment, operational expenses, officials costs, insurance, uniforms, and other miscellaneous expenses associated with the Program; and

WHEREAS, Lake Worth has requested from County an amount not to exceed \$4,700 to help offset costs for the Program; and

WHEREAS, County desires to provide funding to help offset costs for the Program; and

WHEREAS, funding for the Program in an amount not to exceed \$4,700 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, Lake Worth's sponsorship of recreational programs is 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 \$4,700 to Lake Worth for equipment, operational expenses, officials costs, insurance, uniforms, and other

miscellaneous expenses associated with the Program, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Lake Worth 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 Lake Worth. Said information shall list each invoice paid by Lake Worth and shall include the vendor invoice number; invoice date; and the amount paid by Lake Worth along with the number and date of the respective check or proof of payment for said payment. Lake Worth shall attach a copy of each vendor invoice paid by Lake Worth 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, Lake Worth's Program Administrator and Project Financial Officer shall certify the total funds spent by Lake Worth on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lake Worth and approved by Lake Worth as indicated.

3. Lake Worth incurred expenses for the Project beginning on July 17, 2006. Those costs incurred by Lake Worth for the Project, approved and submitted accordingly by Lake Worth subsequent to July 17, 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 Lake Worth 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. Lake Worth 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.

6. Lake Worth shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until April 30, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Lake Worth is in default of its obligations under this Agreement, the County shall provide Lake Worth thirty (30) days written notice to cure the default. In the event Lake Worth 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 Lake Worth for the Project deemed to be in default and Lake Worth shall return any County RAP funds already collected by Lake Worth for the Project.

9. 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 8 above.

10. Lake Worth shall complete the Project by January 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 17, 2006, through January 31, 2007. Lake Worth shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before April 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Lake Worth may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lake Worth's request for said extension.

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

12. Lake Worth 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 Lake Worth. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

14. It is understood and agreed that Lake Worth 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 County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Lake Worth 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 Lake Worth, 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 the Agreement for which Lake Worth is eligible to receive reimbursement from County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Lake Worth acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Lake Worth maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Lake Worth shall agree to maintain said insurance policies at limits not

less than \$500,000 combined single limit for bodily injury or property damage.

Lake Worth agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes 440.

Prior to execution of this Agreement by the County, Lake Worth shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. 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.

Compliance with the foregoing requirements shall not relieve Lake Worth of its liability and obligations under this Agreement.

16. Upon request by County, Lake Worth shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

17. Lake Worth 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 Lake Worth, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Lake Worth 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Lake Worth 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.

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

22. 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 County:

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

As to Lake Worth:

City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

23. 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.

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**

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

ATTEST
By: Camela J. Lopez
Deputy Clerk
City



ATTEST
By: [Signature]

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: [Signature]
Dennis L. Eshleman, Director
Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of Municipality
Name of Municipality: City of Lake Worth
Mailing Address: 7 North Dixie Highway
Lake Worth, FL 33460

Name of Mayor: Marc Drautz

Name of City Manager: Paul Boyer

Project/Project Liaison Information:
Name: Daryl Boyd
Telephone #: 561-533-7359
Fax #: 561-533-7371
e-mail: dboyd@lakeworth.org

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Lake Worth Wildcats League Expenses
2. Project/ Program Description
 - General (Project Scope):

Funds will be used to offset equipment expenses incurred for the Lake Worth Wildcats football program. The City of Lake Worth is participating in this program as a sponsor by providing some funding and use of facilities.
 - Public Purpose:

To offer a quality, low cost football program as a positive alternative opportunity to the youth of the Lake Worth Community.
 - Location:

Howard Park and various other City of Lake Worth facilities.
 - Anticipated Number of Participants/Users:

It is estimated that between 80 150 children will participate in the program.

EXHIBIT A
Page 1 of 2

Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage (_____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date

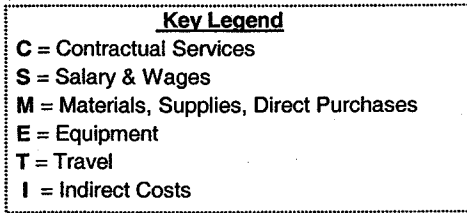


EXHIBIT B

Contract Reimbursement Period: _____

Page 2 of _____

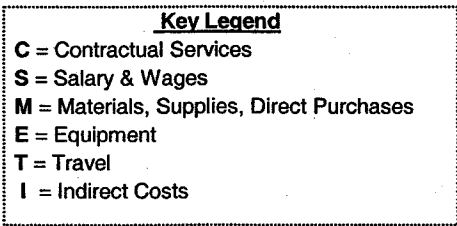


EXHIBIT B
(cont'd.)

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ACORD		CERTIFICATE OF LIABILITY INSURANCE		10/08/2005		
PRODUCER EMPLOYERS MUTUAL, INC. 700 CENTRAL PARKWAY STUART, FL 34994		Serial # 100373		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED CITY OF LAKE WORTH, INCLUDED IN SOUTH EAST RISK MANAGEMENT ASSOC. (SERMA) C/O EMPLOYERS MUTUAL, INC. 700 CENTRAL PARKWAY STUART, FL 34994		INSURERS AFFORDING COVERAGE		NAIC#		
		INSURER A: QUALIFIED SELF-INSURER				
		INSURER B: ESSEX INSURANCE COMPANY				
		INSURER C: ASPEN RE AND CONTINENTAL CASUALTY				
		INSURER D: WESTCHESTER, LLOYDS, TRAD & PAC				
		INSURER E: GR AMER, ESSEX, LEX, ARCH, GLENCOE				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INS LYR	ADOL NSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY				EACH OCCURRENCE \$ 100/20
B		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	COVERAGE IS PROVIDED IN ACCORDANCE WITH F.S. 768.28 AND ARTXPE000901	10/01/2005	10/01/2006	DAMAGE TO RENTED PREMISES (Per occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		CLAIMANT	CLAIM	MED EXP (Any one person) \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	LIMITS ARE PROVIDED			GENERAL AGGREGATE \$
A		AUTOMOBILE LIABILITY	COVERAGE IS PROVIDED IN ACCORDANCE WITH F.S. 768.28 AND ARTXPE000901	10/01/2005	10/01/2006	COMBINED SINGLE LIMIT (Per accident) \$ 100/20
B		<input checked="" type="checkbox"/> ANY AUTO		CLAIMANT	CLAIM	BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS	LIMITS ARE PROVIDED PER			BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
		GARAGE LIABILITY				AGG \$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$
		EXCESS/UMBRELLA LIABILITY				AGGREGATE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
C		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	TBD W128588925A	10/01/2005	10/01/2006	<input checked="" type="checkbox"/> WORKERS COMP LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT \$ 1,000.00
						EL DISEASE - EA EMPLOYEE \$ 1,000.00
						EL DISEASE - POLICY LIMIT \$ 1,000.00
D		ADHERAL & PERSONAL	VARIOUS	10/01/2005	10/01/2006	\$201,174,035 SCHEDULED LIMIT
E		PROPERTY INCL EDP & MOBILE EQUIP. & AUTOS				SPECIAL FORM, REPL. COST EX AUTOS @ ACV. \$1,000 DEDUCTIBL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Marsha H. Hester