Agenda Item #: 3.M.2.

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

### Meeting Date: September 12, 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 Town of Manalapan for the period September 12, 2006, through December 30, 2006, in an amount not-to-exceed \$10,000 for funding of the 2005-2006 Lecture series at J. Turner Moore Memorial Library.

**Summary:** This funding is to assist with costs for the annual lecture series held by the Town of Manalapan at the J. Turner Moore Memorial Library. The series serves approximately 250 people annually. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to November 10, 2005. Funding is from the Recreation Assistance Program (RAP). **District 4 (AH)** 

**Background and Justification:** The Town of Manalapan offers a library lecture series each year to provide programs of an educational and cultural nature for the public. The lectures are given on a wide range of subjects by knowledgeable and professional speakers.

The cost of the lecture series is approximately \$10,000 annually for speakers, refreshments, printing supplies, speaker airline and lodging expenses, and other miscellaneous expenses related to the lecture series. The District 4 RAP funding will defray the cost of this program. The Agreement has been executed on behalf of the Town of Manalapan, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

**Recommended by: Department Director** Approved by:

Assistant County Administrator

Date

# **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- 10,000 -0- -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	<u>10,000</u>	0	0		_0_		
# ADDITIONAL FTE POSITIONS (Cumulative)							
ls Item Included in Curren Budget Account No.:	<b>v</b>	Department _		<b>)4</b> 			
B. Recommended Sourc	es of Funds/S	ummary of Fi	scal Impact:				
Recreation Assistance	<u>ce Program</u>						
District 4 360	0-583-R904-05	59-8101	\$10,000				
C. Departmental Fiscal Review:							
	<u>III. R</u> E	VIEW COMM	<u>ENTS</u>				
A. OFMB Fiscal and/or Contract Development and Control Comments:							
Elizabeth Contract Development and Control B. Legal Sufficiency:							
anne Selvent	8/22/00		This Contrac contract revi	t complies with our ew requirements.			

Assistant County Attorney

C. Other Department Review:

**Department Director** 

REVISED 10/95 ADM FORM 01

### AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF MANALAPAN FOR THE 2005-2006 LECTURE SERIES AT J. TURNER MOORE MEMORIAL LIBRARY

**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 Town of Manalapan, a Florida municipal corporation, hereinafter referred to as "Manalapan".

### WITNESSETH:

WHEREAS, Manalapan provides an annual Lecture Series, which is held at the J. Turner Moore Memorial Library in Manalapan; and

WHEREAS, the Lecture Series is anticipated to serve approximately two hundred fifty (250) people from throughout the County; and

WHEREAS, the total cost of the2005-2006 Lecture Series is anticipated to be \$10,000 for speaker fees, lecture refreshments, printing supplies, speaker airline and lodging expenses, and other miscellaneous expenses relating to the Lecture Series ; and

WHEREAS, Manalapan has requested from County an amount not to exceed \$10,000 for the Lecture Series; and

WHEREAS, the County desires to fund the Lecture Series; and

WHEREAS, programs of an educational and cultural nature benefit the public; and

WHEREAS, funding for the Lecture Series in the amount of \$10,000 is available from District 4 Recreation Assistance Program (RAP) reserves; 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 \$10,000 to Manalapan for the J. Turner Moore Memorial Library Lecture Series for speaker fees, lecture refreshments, printing supplies, speaker airline and lodging expenses, and other miscellaneous expenses relating to the Lecture Series, as specifically 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 Manalapan 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 Manalapan. Said information shall list each invoice paid by Manalapan and shall include the vendor invoice number; invoice date; and the amount paid by Manalapan along with the number and date of the respective check or proof of payment for said payment. Manalapan shall attach a copy of each vendor invoice paid by Manalapan 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, Manalapan's Program Administrator and Project Financial Officer shall certify the total funds spent by Manalapan on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Manalapan and approved by Manalapan as indicated.

3. Manalapan incurred expenses for the Project beginning on November 10, 2005. Those costs incurred by Manalapan for the Project, approved and submitted accordingly by Manalapan subsequent to November 10, 2005, 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 Manalapan 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. Manalapan 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. Manalapan shall be responsible for all costs of operation and maintenance of the Project.

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

8. The parties agree that, in the event Manalapan is in default of its obligations under this Agreement, the County shall provide Manalapan thirty (30) days written notice to cure the default. In the event Manalapan 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 Manalapan for the Project deemed to be in default and Manalapan shall return any County RAP funds already collected by Manalapan for that 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. Manalapan shall complete the Project by September 30, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 10, 2005, through September 30, 2006. Manalapan shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Manalapan may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Manalapan's request for said extension.

11. In the event Manalapan 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 Manalapan. The determination that Manalapan has ceased or suspended the Project shall be made by County and Manalapan agrees to be bound by County's determination.

12. Manalapan 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 Manalapan. 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 Manalapan 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. 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, Manalapan 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 Manalapan, 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 Manalapan is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Manalapan 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 Manalapan maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Manalapan shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

Prior to execution of this Agreement by the County, Manalapan 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 Manalapan of its liability and obligations under this Agreement.

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

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

18. The County and Manalapan 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, Manalapan 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 agreement, written or oral, relating to this Agreement. This 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 the County:

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

As to Manalapan:

Town Manager 600 South Ocean Boulevard Manalapan, FL 33462

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

By:

the date first above written.

# ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By: \_\_

**Deputy Clerk** 

ATTEST: By <u>pricem. Moor</u> Town Clerk

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vice Mayor

CONDITIONS

**TOWN OF MANALAPAN** 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:\_\_\_

**County Attorney** 

By Dennis L. Eshléman, Director

Tony Masilotti, Chairman

**APPROVED AS TO TERMS AND** 

Parks and Recreation Department

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

#### **BACKGROUND INFORMATION**

Name of Municipality: Manalapan Mailing Address: 600 So Ocean Blvd Manalapan F2 33462

Name of Mayor: William E-Benjamin, I

Name of Town Administrator: Gregory L. Dunham

Project/Program Liaison Information: Project/Proj Telephone #: 561-383-2546 Fax #: 561-585-9498 e-mail: Istumpf @ manalapan.org

### **PROJECT/PROGRAM INFORMATION**

- 2005-2006 Lecture Series at J. Turner Name of Project/Program: **Moore Memorial Library**
- Project/Program Description 2.

1.

- · General (Project Scope): Provide the community with a lecture series incorporating lectures on a lecture series incorporating a wide range of subjects.

- · Public Purpose: TO expose Palm Bch County residents to the Libiary & engaging speaters.
- · Location: J. Thrner Moure Memorial Library 1330 Lands End Road, Manalapan FZ

Anticipated Number of Participants/Users: 250

				EXHIBIT A Page 1 of 2	
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County Funds Due this Billing	\$		11 		
Reviewed and Approved By:			·····		-
	PBC Project Admir	nistrator		Date	· · ·
	Department Directo	or	: :	Date	-

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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 <u>2 of</u>

 Key Legend

 C = Contractual Services

 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.)

	L		Check or	Voucher	Invoid	e		
#	Payee (Vendor/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.

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

JUN-20-2006 16:31

# **CERTIFICATE OF COVERAGE**

ACORDIA

ISSUED ON 6/20/2006

Designated Member	1 4 4		
Town of Manalapan	Administrator Public Risk Underwriter	18	Producer Acordia Southeast
600 South Ocean Blvd. P.O. Box 958455			501 S. Flagler Dr. #600
	Lake Mary, FL 32795-84	· · · · ·	West Palm Beach, FL 33401
COVERAGES: THIS IS TO CERTIFY THAT THE AG INDICATED. NOTWITHSTANDING ANY REQUIREM THIS CERTIFICATE MAY BE ISSUED OR MAY PERTIFICATE MAY BE ISSUED OR MAY PERTIFICATE. AND CONDITIONS OF SUCH	AIN THE COVERAGE AFFOR		
COVERAGE PROVIDED BY: PREFER	<b>RED GOVERNM</b>	TENTAL INSUI	RANCE TRUST
AGREEMENT NUMBER: PK FLI 0502015 05-0	4 COVERAGE PERIO	D: FROM 10/01/2005 TC	0 10/01/2006 12:01 AM STANDARD TIME
LIABILITY COVERAGE			COMPENSATION COVERAGE
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Limit \$6,847,272 TIV D Note: See coverage agreement for details on wind, fit	cductible \$10,000	Non-Owne	d Autos
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NOTE: The limit of liability is \$100,000 Bodily Injury an specific limits of liability are increased to limits shown above Statutes or liability imposed pursuant to Federal Law or act	ions outside the State of Florida.	n or \$200,000 Bodily Injury a liability resulting from entry	and/or Property Damage per occurrence. These of a claims bill pursuant to Section 768.28 (5) Florida
Description of Operations/Locations/Ve Fax # 963-6747	hicles/Special items:		
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This section completed by member's agent, who bears comp	lose responsibility and liability for	or its accuracy.	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORM AMEND. EXTEND OR ALTER THE COVERAGE AFFORDE	ATION ONLY AND CONFERS N D BY THE AGREEMENT ABOVE	NO RIGHTS UPON THE CERT E.	TIFICATE HOLDER. THIS CERTIFICATE DOES NOT
Certificate Holder Palm Beach County Department of Parks & Re	S	ANCELLATIONS HOULD ANY PART OF THE ABOVI XPIRATION DATE THEREOF, PREI	2 DESCRIBED AGREEMENT BE CANCELLED BEFORE THE FERRED GOVERMENTAL INSURANCE TRUST WILL
Attn: Susan Yinger 2700 6 <sup>th</sup> Ave South	12 H	NDEAVOR TO MAIL 45 DAYS WRI	TTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE
Lake Worth, FL 33461		Minfold	
		Imalul Scholl	
*GIT-CERT (08/05)	Ā	UTHORIZED REPRESENTATI	VE 10/04/2005
	x		TOTAL P.01

AC				URANCE		DATE (MM/DD/YYYY) 8/2/2006
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	600 South Ocean Blvd.		INSURER D.			
	Manalapan, FL 33462-3398		INSURER C			
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OVERA	· · · · · · · · · · · · · · · · · · ·		INSURER E.		· · ·	· · · · · · · · · · · · · · · · · · ·
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CERTIFICATE HOLDER	CANCELLATION
Paim Beach County Dept. of Parks & Recreation Susan Yinger 2700 6th Ave. South Lake Worth, FL 33461-	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

ACORDIA

P.02

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.