

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 9, 2007

☒ 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 Town of South Palm Beach for the period January 9, 2007, through May 1, 2007, in an amount not-to-exceed \$7,000 for the purchase of a baby grand piano.

Summary: This funding is to help offset cost incurred by the Town of South Palm Beach for the purchase of a baby grand piano for concerts held in the South Palm Beach Town Hall. Approximately 10 concerts are held a year and each concert is attended by approximately 150 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to October 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 4 (AH)

Background and Justification: The Town of South Palm Beach offers concerts through its musical cultural series and has ten concerts proposed for the 2006-2007 fiscal year. The concerts are anticipated to be attended by approximately 150 people per concert.

The total cost of the piano is estimated to be \$7,000, which will be offset by the \$7,000 from District 4 RAP funding. The Agreement has been executed on behalf of the Town of South Palm Beach, and now needs to be approved by the Board of County Commissioners.


Attachment: Agreement

Recommended by:


Department Director

12/7/06
Date

Approved by:


Assistant County Administrator

12/21/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>7,000</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>7,000</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 R904
Object 8101 Program N/A

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

Recreation Assistance Program

District 4 3600-583-R904-064-8101 \$7,000

C. Departmental Fiscal Review:

Chopelakis

III. REVIEW COMMENTS

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

[Signature] 12-14-06
OFMB
CN 12/11/06
mg 12-12-06

[Signature] 12/19/06
Contract Development and Control
12/19/06

B. Legal Sufficiency:

This Contract complies with our
contract review requirements.

Anne Helgert 12-20-06
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP06-07\District 4\South Palm Beach\Piano Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF SOUTH PALM
BEACH FOR THE FUNDING OF THE PURCHASE OF A BABY GRAND PIANO**

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 South Palm Beach, a Florida municipal corporation, hereinafter referred to as "South Palm Beach".

WITNESSETH:

WHEREAS, South Palm Beach offers concerts through its musical cultural series and has ten concerts proposed for 2006-2007; and

WHEREAS, the concerts are held in the South Palm Beach Town Hall and are attended by approximately 150 people per concert, or approximately 1,500 people; and

WHEREAS, South Palm Beach is in need of a baby grand piano and cover to use for the concert series and other town programs; and

WHEREAS, the baby grand piano and cover is estimated to cost approximately \$7,000; and

WHEREAS, South Palm Beach has requested from County an amount not-to-exceed \$7,000 to offset the costs of the piano and cover; and

WHEREAS, cultural programs benefit the public; and

WHEREAS, funding for the piano in an amount not-to-exceed \$7,000 is available from the Recreation Assistance Program (RAP) – District 4; and

WHEREAS, the County desires to fund the purchase of the piano and cover for South Palm Beach; 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 \$7,000 to South Palm Beach to assist with funding of the baby grand piano and cover 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 South Palm Beach 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, is complete; 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 South Palm Beach. Said information shall list each invoice paid by South Palm Beach and shall include the vendor invoice number; invoice date; and the amount paid by South Palm Beach along with the number and date of the respective check or proof of payment for said payment. South Palm Beach shall attach a copy of each vendor invoice paid by South Palm Beach 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, South Palm Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by South Palm Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by South Palm Beach and approved by South Palm Beach as indicated.

3. South Palm Beach incurred expenses for the Project beginning on October 1, 2006. Those costs incurred by South Palm Beach for the Project, approved and submitted accordingly by South Palm Beach subsequent to October 1, 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 South Palm Beach 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. South Palm Beach 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. South Palm Beach shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until May 1, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event South Palm Beach is in default of its obligations under this Agreement, the County shall provide South Palm Beach thirty (30) days written notice to cure the default. In the event South Palm Beach 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 South Palm Beach for the Project deemed to be in default and South Palm Beach shall return any County RAP funds already collected by South Palm Beach 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. South Palm Beach shall complete the Project by February 1, 2007, and invoices and checks or proof of payment submitted for reimbursement must be dated within the project time frame of October 1, 2006, through February 1, 2007. South Palm Beach shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before May 1, 2007. Upon written notification to County at least ninety (90) days prior to that date South Palm Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny South Palm Beach's request for said extension.

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

12. South Palm Beach 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 South Palm Beach. 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 South Palm Beach 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, South Palm Beach 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 South Palm Beach, 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 South Palm Beach is eligible to receive reimbursement from the County.

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

South Palm Beach 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, South Palm Beach 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 South Palm Beach of its liability and obligations under this Agreement.

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

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

18. The County and South Palm Beach 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, South Palm Beach 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 South Palm Beach:

Town Manager
Town of South Palm Beach
3577 South Ocean Boulevard
South Palm Beach, Fl 33480

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**

By: _____
Deputy Clerk

ATTEST:

By: Eleanor W. Cahill
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

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

By: _____
Addie L. Greene, Chairperson

TOWN OF SOUTH PALM BEACH

By: Mayor
Mayor

APPROVED AS TO TERMS AND CONDITIONS

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

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

Name of Municipality: **Town of South Palm Beach**

Mailing Address: 3577 South Ocean Boulevard, South Palm Beach, FL 33480

Name of Mayor: **MAURICE J. JACOBSON**

Name of City Manager: **REX TAYLOR**

Project Liaison Information:

Name: **VANESSA MUTCHNIK**

Telephone #: **561-588-8889**

Fax #: **561-588-6632**

e-mail: **vmutchnik@southpalmbeach.com**

PROJECT INFORMATION

1. Name of Project: **Purchase of Piano for Cultural Music Series**

2. Project Description

- General (Project Scope):

ACQUISITION OF BABY GRAND PIANO

- Public Purpose:

FOR USE IN OUR MUSICAL CULTURAL SERIES

- Location: **3577 SOUTH OCEAN BOULEVARD, SOUTH PALM BEACH, FL
TOWN HALL**

- Anticipated Number of Participants/Users:

150 PEOPLE PER CONCERT - SERIES IS COMPOSED OF TEN CONCERTS

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

BABY GRAND PIANO/COVER

4. Estimated Lump Sum Total for Project: \$ 7,000

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). October 1, 2006 to FEBRUARY 1, 2007

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

\$ 7,000

District 4

(filled in by County)

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

EXHIBIT A

Page 1



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.

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 request.

Administrator _____ Date

Financial Officer _____ Date

PBC USE ONLY

County Funding Participation \$ _____

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



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

Date

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
TOTAL \$								

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Administrator

Date

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.

Financial Officer

Date

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS
PARKS & RECREATION DEPARTMENT
2700 6TH AVENUE
LAKE WORTH FL 33461

Administrator

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

Issue Date 10/11/06

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0564

COVERAGE PERIOD: FROM 10/1/06

COVERAGE PERIOD: TO 10/1/07 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- ☒ Errors and Omissions Liability
- ☒ Supplemental Employment Practice
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☒ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit

Deductible N/A

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability
* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☐ Buildings
 - ☐ Basic Form
 - ☐ Special Form
- ☐ Personal Property
 - ☐ Basic Form
 - ☐ Special Form
- ☐ Agreed Amount
- ☐ Deductible N/A
- ☐ Coinsurance N/A
- ☐ Blanket
- ☐ Specific
- ☐ Replacement Cost
- ☐ Actual Cash Value

Miscellaneous

- ☐ Inland Marine
- ☐ Electronic Data Processing
- ☐ Bond
- ☐

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐

Automobile/Equipment - Deductible

- ☒ Physical Damage \$100 - Comprehensive - Auto \$250 - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,500,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 766.28 (3) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Grant.

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

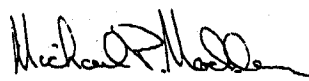
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

TOWN OF SOUTH PALM BEACH
3577 SOUTH OCEAN BOULEVARD
SOUTH PALM BEACH FL 33480

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE