Agenda Item #: 3.M.10.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007

[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 Citizens' Association of Palm Beach, Inc. for the period February 6, 2007, through December 30, 2007, in an amount not-to-exceed \$10,000 for funding of recreational and cultural programs and events.

Summary: This funding is to offset costs paid by The Citizens' Association of Palm Beach, Inc. for an on-going series of community recreational and cultural events, which have been open to the general public regardless of residency. The events include 4th of July celebrations, educational lectures, a tennis tournament, a golf tournament, an art show, and a public BBQ/ beach party. It is estimated that the events will attract over 1,000 people. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to July 1, 2005. Funding is from the Recreation Assistance Program (RAP). District 7 (AH)

Background and Justification: The Citizens' Association of Palm Beach, Inc. provides cultural, educational, and recreational opportunities to the public. The events are open to all County residents. Events include 4th of July celebrations (2005, 2006, 2007), educational lectures (2005, 2006, 2007), and the 2007 tennis tournament, art show, and BBQ/beach party, held at various locations.

The total cost of the events is approximately \$14,800 for food, beverage, equipment, supplies, facility and other rental fees, printing, postage, services, speakers, and other miscellaneous expenses associated with the community events. The \$10,000 from the Recreation Assistance Program - District 7 will offset a portion of the cost of the events. The Agreement has been executed on behalf of The Citizens' Association of Palm Beach, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	1 Simis Lullan	1-12-07
	Department Director	Date
Approved by:	All	2/5/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Yea	rs	2007	2008	2009	2010	2011
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-
NET FISCA	AL IMPACT	<u>10,000</u>	<u>-0-</u>	0	<u>-0-</u>	-0-
# ADDITIO POSITION	NAL FTE S (Cumulative)					
	luded in Curren count No.:	t Budget? Ye Fund <u>3600</u> Object <u>8201</u>	Department <u>{</u>		<u>7</u>	
B. Recom	nmended Source	es of Funds/Sເ	ummary of Fis	scal Impact:		
Reci	reation Assistanc	e Program				
Distr	rict 7 3600	0-583-R907-10	4-8201	\$10,000		
C. Depart	mental Fiscal R	eview:	ckopelake	A		
		<u>III. RE</u>		<u>ENTS</u>		
A. OFMB	Fiscal and/or Co	ontract Develo	opment and C	ontrol Comme	nts:	
(Barros	~DL1.23	meg M		htract Develops	fent and Contro)/2/ 1 17

This Contract complies with our contract review requirements.

7

am -5.07 Assistant County Attorney

C. Other Department Review:

Legal Sufficiency:

B

Department Director

REVISED 10/95 ADM FORM 01

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neg M 1/22/07 J

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITIZENS' ASSOCIATION OF PALM BEACH, INC. FOR RECREATIONAL AND CULTURAL PROGRAMS AND EVENTS

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 Citizens' Association of Palm Beach, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Citizens Association."

WITNESSETH:

WHEREAS, the purpose of Citizens Association is to provide cultural, educational, and recreational opportunities to the public and to provide a means by which people can voice hopes and concerns about their town, county, and state; and

WHEREAS, Citizens Association has offered and will continue to offer many recreational and cultural programs and events to the general public including 4th of July Celebrations (2005, 2006, and 2007), educational lectures (2005, 2006, and 2007), tennis tournament (2007), golf tournament (2007), art show (2007), and public BBQ/Beach Party (2007) (the Events); and

WHEREAS, approximately 1,500 people are anticipated to participate in the Events; and

WHEREAS, the estimated total cost for Citizens Association's for the Events is approximately \$14,800; and

WHEREAS, Citizens Association has requested that County provide \$10,000 to help offset costs for said Events; and

WHEREAS, funding for the Events in an amount not to exceed \$10,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, community educational, recreational, and cultural 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 \$10,000 for the Events for food and beverages, equipment, supplies, facility and other rental fees, printing, postage, services, speakers, and other miscellaneous expenses associated with the Events, as set forth in Exhibit "A", hereinafter referred to as the "Project".

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

3. Citizens Association incurred expenses for the Project beginning on July 1, 2005. Those costs incurred by Citizens Association for the Project, approved and submitted accordingly by Citizens Association subsequent to July 1, 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 Citizens Association 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. Citizens Association warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Citizens Association 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. Citizens Association shall be responsible for all costs of operation and maintenance of the Project.

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

9. The parties agree that, in the event Citizens Association is in default of its obligations under this Agreement, the County shall provide Citizens Association thirty (30) days written notice to cure the default. In the event Citizens Association 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 Citizens Association for the Project deemed to be in default and Citizens Association shall return any County RAP funds already collected by Citizens Association 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. Citizens Association shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2005, through September 30, 2007. Citizens Association 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, 2007. Upon written notification to County at least ninety (90) days prior to that date Citizens Association may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Citizens Association's request for said extension.

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

13. Citizens Association 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 Citizens Association. 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 Citizens Association 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, Citizens Association 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 Citizens Association, 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 Citizens Association is eligible to receive reimbursement from the County.

16. Citizens Association 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 Citizens Association are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Citizens Association under this Agreement.

Commercial General Liability. Citizens Association 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. Citizens Association shall provide this coverage on a primary basis.

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

Additional Insured. Citizens Association 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." Citizens Association shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Citizens Association 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 Citizens Association 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 Citizens Association enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Citizens Association 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, Citizens Association shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Citizens Association 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, Citizens Association 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 Citizens Association:

Chairman, The Citizens Association of Palm Beach, Inc. 139 North County Road, Suite 38 Palm Beach, Fl 33480

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.

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 By:_____ Commissioner Addie L. Greene, Chairperson

WITNESSES:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

THE CITIZENS ASSOCIATION OF PALM BEACH, INC. FEI Number: <u>59-1930968</u>

PALM BEACH COUNTY, FLORIDA, BY ITS

BOARD OF COUNTY COMMISSIONERS

BY: BRIAN Reeves Name (Type or Print)

CHAIRMAN Title:_ Bv: Signature

APPROVED AS TO TERMS AND CONDITIONS

By mu Dennis L. Eshleman, Director

By:

County Attorney

Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: The Citizens Association of Palm Beach, Inc. Mailing Address: 139 North County Road, Suite 38, Palm Beach, FL 33480

Federal Employer Identification Number: 59-1930968

Name of President: Brian Reeves, Chairman

Name of Executive Director: None

Project/Project Liaison Information:

Name: Bobbi Horwich & Edi Worthington

Telephone #: 561-586-7141

Fax #: 561-586-8106

e-mail: citizensassoc@bellsouth.net

Purpose/Mission of Agency: We provide cultural, educational and recreational opportunities to the public. In addition, we provide a means by which people can voice hopes and concerns about their town, county and state.

PROJECT/PROGRAM INFORMATION

- 1. Name of Project/Program: Recreation/Cultural Programs and Projects
- 2. Project/Program Description(s)
 - General: Scope of Project(s): 4th of July celebration, 2005, 2006 & 2007; Educational lectures, 2005, 2006 & 2007; Tennis tournament, 2007; Golf tournament, 2007; Art show, 2007; BBQ, Beach Party, 2007 public welcome
 - Public Purpose: Open to all County residents Cultural, recreational and educational events
 - Location(s): Bradley Park, 100 Bradley Place, Palm Beach 33480; Palm Beach south fire station, 2185 South Ocean Boulevard, Palm Beach 33480; The Carlisle Palm Beach, 450 East Ocean Avenue, Lantana 33462; Phipps Tennis Center, 2185 South Ocean Blvd, Palm Beach 33480; Phipps Ocean Park, 2210 South Ocean Boulevard, Palm Beach 33480
 - Anticipated Number of Participants/Users:
 Approximately 800 to 1500 total for all events
- 3. 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/</u> <u>amounts.</u> Food, beverage, equipment, supplies, facility and other rental fees, printing, postage, services, speakers, and other miscellaneous expenses associated with the community events.
- 4. Estimated Lump Sum Total for Project/Program(s) \$ 14,800
- 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. July 1, 2005 to September 30, 2007

(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 Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments: Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded

\$ 10,000 District 7 (filled in by County) EXHIBIT A Page 1 of 1



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

		Date	
Grantee		Project Name:	
Submission #:		Reimbursement Period:	
Submission #			
		Project Costs	Cumulative
Item	Key	This Submission	Project Costs
Contractual Services	(C) _		
Salary & Wages (% of salaries)	(S) _		
Materials, Supplies, Direct Purchases	(M)	······	
Equipment	(E)	······	
Travel	(T)		
Indirect Costs	(1)		·
Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pu E = Equipment T = Travel I = Indirect Costs Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.		been maintained as require expenses reported above a request.	and is available for audit upon
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 Disburs	ed	\$	
County Funds Due this Billing		\$	
Reviewed and Approved By:		oject Administrator	Date
		ojou Aurimonator	
	Departr	nent Director	Date

Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs		:	PALM BEACH S AND RECREATION TUAL SERVICES F	ON DEPARTMEN PURCHASE SCH				
	Grantee:			······································	Proie	ct Name:		8
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Payee (Vendor/Con	ntractor)	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 2 of

	Key LegeC = Contractual ServicesS = Salary & WagesM = Materials, Supplies,E = EquipmentT = TravelI = Indirect Costs	i en		CONT	PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE				EXHIBIT E (cont'd.)
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#	Payee (Vendor/Contractor)	Key	Number	Date	<u>, Number</u>	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

TOTAL \$

Date 1

Page 3 of

ACORD CERTI	FICATE OF LIABIL	ITY INS	URANCE		DATE (MM/DD/YY) 12/01/06
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NSURED The Citizens' Assoc	nintian of	INSURER A:	Scottsdale Insu	rance Company	
Palm Beach, Inc.		INSURER B:			
2875 South Ocean	Boulevard	INSURER C:		·	
Palm Beach FL	33480	INSURER D:			
		INSURER E:			
ANY REQUIREMENT, TERM OR CON MAY PERTAIN, THE INSURANCE AFF POLICIES. AGGREGATE LIMITS SHOW	D BELOW HAVE BEEN ISSUED TO THE IN DITION OF ANY CONTRACT OR OTHER FORDED BY THE POLICIES DESCRIBED H VN MAY HAVE BEEN REDUCED BY PAID	R DOCUMENT WIT IEREIN IS SUBJECT CLAIMS.	H RESPECT TO WI TO ALL THE TERM	HICH THIS CERTIFICATE	MAY BE ISSUED OR
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X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	
				MED EXP (Any one person)	\$ 1000 \$ 100000
X BI/PD Ded:				PERSONAL & ADV INJURY GENERAL AGGREGATE	1000000
\$500 p/clm				PRODUCTS - COMP/OP AG	
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				COMBINED SINGLE LIMIT (Ea accident)	\$
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HIRED AUTOS				BODILY INJURY	8
NON-OWNED AUTOS				(Per accident)	•
				PROPERTY DAMAGE (Per accident)	\$
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