Agenda Item #: 3.M.8.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	February 6, 2007	[X] Consent	[] Regular

[] Ordinance [] 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 Loxahatchee River Historical Society, Inc. for the period February 6, 2007, through February 1, 2008, in an amount not-to-exceed \$25,000 for the Jupiter Inlet Lighthouse & Museum Visitor Center.

Summary: This funding is to assist with costs being incurred by the Loxahatchee River Historical Society, Inc. (LRHS) for educational and supportive displays, exhibits, and signage for the Jupiter Inlet Lighthouse & Museum Visitor Center. It is anticipated that 35,000 people will visit this facility annually. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to November 1, 2006. Funding is from the Recreation Assistance Program (RAP). <u>District 1</u> (AH)

Background and Justification: LRHS operates the Jupiter Inlet Lighthouse & Museum Visitor Center, which is located in Lighthouse Park in the Town of Jupiter, and leased from the Town of Jupiter and the United States Coast Guard. LRHS provides public tours of the historic Jupiter Inlet lighthouse and offers regional heritage education, and is currently in the process of producing new educational and supportive displays, exhibits, and signage for the Lighthouse & Museum Visitor Center.

The total cost of improvements to the Lighthouse & Museum Visitor Center is estimated to be approximately \$200,000 for personnel costs to develop the exhibit/display design and installation and capital outlay costs for the construction of display cases, museum text panels, and interpretive signage. The \$25,000 from the Recreation Assistance Program - District 1 will offset a portion of the cost of this project. The Agreement has been executed on behalf of the Loxahatchee River Historical Society, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: //www./shllma-

Department Director

Assistant County Administrator

1-18-07

Date

2/3/0

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary o	f Fiscal Impa	ct:			
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	0- 25,000 0-)0- 0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	<u>25,000</u>	0-	0-	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)			· ·	 .	
Is Item Included in Currei Budget Account No.:		Departmer		R901	
B. Recommended Source	es of Funds/	Summary of	Fiscal Impact:		
Recreation Assistan	ce Program				
District 1 360	0-583-R901-0	041-8201	\$25,000		
C. Departmental Fiscal I	Review:	ckop	elakis		
	III. F	REVIEW COM	MENTS		
A. OFMB Fiscal and/or 0	Contract Deve	elopment and	d Control Com	ments:	
B. Legal Sufficiency: Assistant County Attorn	3-07 mg 1/22/07 V 2.5.07	hol -		t complies with our ew requirements.	antrol
C. Other Department Re					
<u>.</u>	·				
Department Director					

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND THE LOXAHATCHEE RIVER HISTORICAL SOCIETY, INC. FOR THE LIGHTHOUSE VISITOR CENTER IN LIGHTHOUSE PARK

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 Loxahatchee River Historical Society, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "LRHS".

WITNESSETH:

WHEREAS, LRHS operates The Jupiter Inlet Lighthouse & Museum, which is located in Lighthouse Park in the Town of Jupiter and leased from the Town of Jupiter and the United States Coast Guard; and

WHEREAS, LRHS provides public tours of the Historic Jupiter Inlet lighthouse and offers regional heritage education to approximately 35,000 people each year; and

WHEREAS, LRHS is producing new educational and supportive displays, exhibits, and signage for the Jupiter Lighthouse & Museum Visitor Center; and

WHEREAS, the total cost of the educational and supportive displays, exhibits, and signage is anticipated to be approximately \$200,000 for personnel costs to develop the exhibit/display design, and installation and capital outlay costs for the construction of display cases, museum text panels, and interpretive signage; and

WHEREAS, LRHS has requested that County provide \$25,000 to assist with the development of the displays, exhibits, and signage; and

WHEREAS, funding for the development of the displays, exhibits, and signage in an amount not to exceed \$25,000 is available from the Recreation Assistance Program (RAP) – District 1; and

WHEREAS, educational, recreational, and cultural museums benefitting citizens of Palm Beach County are deemed 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 \$25,000 to LRHS for the development of educational and supportive displays, exhibits, and signage for personnel costs to develop the exhibit/display design, and installation and capital outlay costs for the construction of display cases, museum text panels, and interpretive signage, 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 LRHS 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 LRHS. Said information shall list each invoice paid by LRHS and shall include the vendor invoice number; invoice date; and the amount paid by LRHS along with the number and date of the respective check or proof of payment for said payment. LRHS shall attach a copy of each vendor invoice paid by LRHS 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, LRHS's Program Administrator and Project Financial Officer shall certify the total funds spent by LRHS on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by LRHS and approved by LRHS as indicated.
- 3. LRHS incurred expenses for the Project beginning on November 1, 2006. Those costs incurred by LRHS for the Project, approved and submitted accordingly by LRHS subsequent to November 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 LRHS 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. LRHS warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. LRHS 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. LRHS shall be responsible for all costs of operation and maintenance of the Project.
- 8. The term of this Agreement shall be until February 1, 2008, commencing upon the date of execution by the parties hereto.
 - 9. The parties agree that, in the event LRHS is in default of its obligations under this

Agreement, the County shall provide LRHS thirty (30) days written notice to cure the default. In the event LRHS 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 LRHS for the Project deemed to be in default and LRHS shall return any County RAP funds already collected by LRHS for the 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. LRHS shall complete the Project by November 1, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 1, 2006, through November 1, 2007. LRHS shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before February 1, 2008. Upon written notification to County at least ninety (90) days prior to that date LRHS may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny LRHS' request for said extension.
- 12. In the event LRHS 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 LRHS. The determination that LRHS has ceased or suspended the Project shall be made by County and LRHS agrees to be bound by County's determination.
- 13. LRHS 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 LRHS. 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 LRHS 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, LRHS 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 LRHS, 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 LRHS is eligible to receive reimbursement from the County.

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

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

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

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

<u>Waiver of Subrogation</u>. LRHS 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 LRHS 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 LRHS enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, LRHS 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, LRHS shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. LRHS shall maintain books, records, documents and other evidence which 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 LRHS, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and LRHS 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, LRHS 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 agreements, written or oral, relating to this Agreement. The 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 LRHS:

Executive Director Loxahatchee River Historical Society, Inc. 805 N. US Highway 1 Jupiter, FI 33477

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	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Commissioner Addie L. Greene, Chairperson
WITNESSES: Jungs Derous Junett	LOXAHATCHEE RIVER HISTORICAL SOCIETY, INC. FEI Number: 23-7448343 By: JAMIE STUVE Name (Type or Print) Title: EXEC. DIRECTOR By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	By Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Agency: Loxahatchee River Historical Society Mailing Address: 805 N. US Highway 1, Jupiter, FL 33477

Federal Employer Identification Number: 23-7448343

Name of President: Roger Buckwalter Name of Executive Director: Jamie Stuve

Project Liaison Information: Name: Jamie Stuve

Telephone #: 561-747-6639

Fax #: 561-575-3292 e-mail: jstuve@Irhs.org

PROJECT INFORMATION

- 1. Name of Project: Display Materials for new museum
- 2. Project Description

• General (Project Scope):

Produce new educational and supportive displays/ exhibits/signage for lighthouse visitor center in Lighthouse Park

• Public Purpose:

Provide tours of the historic Jupiter Inlet Lighthouse; regional heritage education; Interpret Lighthouse Reservation site

- Location and Date; Jupiter Inlet Lighthouse & Museum, 500 Captain Armour's Way, Jupiter, FL 33469
- Anticipated Number of Participants/Users: 35,000 per year
- 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.

Personnel: Exhibit/display design, installation Capital outlay: construction of display cases, museum text panels, interpretive signage

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)11-1-06 to11-1-07	4.	Estimated Lump Sum Total for Project:	\$ 200,000
	5.	requested) and anticipated End date (da	ate which project will be completed

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		
Amou	int of Recreation Assistance	ce Program Funding awarded	\$ <u>25,000</u>
			District

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

(filled in by County)



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

irantee			Project Name: _	
bmission #: _			Reimbursement Period: _	
m		<u>Key</u>	Project Costs This Submission	Cumulative Project Costs
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lary & Wages	(% of salaries)	(S)		
aterials, Suppli	es, Direct Purchases	(M)	· · · · · · · · · · · · · · · · · · ·	
uipment		(E)		t
avel		(T)		
lirect Costs		(1)		
	TOTAL PROJECT COSTS	, .		
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct P E = Equipment T = Travel I = Indirect Costs	Purchases		
xpenses were	nereby certify that the above incurred for the work identifie shed in the attached progress		been maintained as requi	tify that the documentation has red to support the project and is available for audit upon
	Date		Financial Officer	Date

	PBC USE ONLY		
County Funding Participation	* * * * * * * * * * * * * * * * * * *		
Total Project Costs To Date:	\$		
County Obligation To Date	\$		
County Retainage (%)	\$		
County Funds Previously Disburse	ed \$	· .	
County Funds Due this Billing	\$		•
Reviewed and Approved By:			
	PBC Project Administrator	Date	
	Department Director	Date	

<u>Key Legend</u> **C** = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

1 -	Indirect	Coete

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

•				.	Ŀ	ate			
	Grantee:				Pro	oject Name:	·		
	Submittal #:				Co	ntract Reimburser	ment Period:		
			Check or \	oucher/	in	voice			
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	Administrator		Date			Financial Officer		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 (cont'd.)

<u> </u>	•••••••	Check or Voucher		Invoice					
Payee (Vendor/Contractor)	Key_	Number	Date	, Number	Date	Amount	Expense Description		
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accomplishing this project.							as required to support the costs reported above		
				and are availabl	e for audit upon	request.			
					Financial Officer		 Date		

Page 3 of

Nov. 29. 2006 12:34PM

No. 1807 P. 2

ACORD. CERTIFICATE OF LIABILIT	Y INSURANCE LOXAR-1	11/27/06		
PRODUCER GOO. V. Bullen & Son FL, INC.	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.			
1001 N. US Hwy One Suite 306 Jupiter FL 33477 Phone: 561-743-9600 Fax: 561-743-9107	INBURERS AFFORDING COVERAGE	NAIC#		
INSURED	MSURERA AMERICAN EMPIRE SURPLUS			
	INSURER 8: Lloyds of London			
Loxahatchee River Historical	INSURER C:			
Jamie Stuve 805 N US Hwy 1	INSURER D:			
Jupiter FE 33477-3213	INSURER E:	<u></u>		

en e			INSURER B: L	loyds of L	ondon		
	Loxahatchee River	iistorical	INOURER C:	INOURER C:			
Jamie Stuve 805 N US Hwy 1 Jupiter FL 33477-3213		INSURER D:	INSURER D:				
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VER	AGES				·		
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\mathbf{x}	X COMMERCIAL GENERAL LIABILITY	6CG24613	06/22/06	06/22/07	PREMISES (Es occurence)	\$100,000	
1	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$5,000	
					PERSONAL & ADVINJURY	\$1,000,000	
1					GENERAL AGGREGATE	\$2,000,000	
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@ ACORD CORPORATION 1988