Agenda Item #: 3.M,13.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 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 Village of North Palm Beach for the period May 1, 2007, through April 1, 2008, in an amount not-to-exceed \$50,000 for North Palm Beach Pool improvements.

Summary: This funding is to assist with costs being incurred by the Village of North Palm Beach for improvements being made to the North Palm Beach Pool. The pool serves approximately 15,000 to 20,000 users annually. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to March 1, 2007. Funding is from the Recreation Assistance Program (RAP). District 1 (AH)

Background and Justification: The Village of North Palm Beach owns and operates the North Palm Beach Pool, at which the improvements are being undertaken that will make the pool more easily accessible to its patrons. The pool renovation project includes locker room renovations, installation of new fencing, pool tower renovation, pool room renovation (heaters, chlorinators, and filters), purchase of new diving boards, re-surfacing of pool, creation of a new picnic area, and the purchase of shade structures.

The estimated total cost of improvements to the North Palm Beach Pool is approximately \$500,000. The \$50,000 from the Recreation Assistance Program - District 1 will help offset a portion of those costs. The completion date for the project is on or before December 31, 2007, and the term of this Agreement for capital funding is until May 1, 2017. The Agreement has been executed on behalf of the Village of North Palm Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	hamis allemo	4/3/07
-	Department Director	Date
Approved by:	Jak	4/16/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	<u>-0-</u> <u>50,000</u> <u>-0-</u> () <u>-0-</u> <u>-0-</u>	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	<u>50,000</u>	0	0	-0-	0
# ADDITIONAL FTE POSITIONS (Cumulative)	·			· · · · · · · · · · · · · · · · · · ·	

Is Item Included in Current Budget? Yes X No_____ Budget Account No.: Fund <u>3600</u> Department <u>583</u> Unit <u>R901</u> Object <u>8101</u> Program <u>N/A</u>

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

Recreation Assistance Program

District 1 3600-583-R901-044-8101

C. Departmental Fiscal Review:

minhael marty

\$50,000

III. REVIEW COMMENTS

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

B. Legal Sufficiency:

Contract Development and Contr

This Contract complies with our contract review requirements.

4116107 Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP06-07\District 1\North Palm Beach\AGD.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF NORTH PALM BEACH FOR FUNDING OF NORTH PALM BEACH POOL IMPROVEMENTS

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 Village of North Palm Beach, a Florida Municipal Corporation, hereinafter referred to as "North Palm Beach".

WITNESSETH:

WHEREAS, North Palm Beach is making improvements to the North Palm Beach Pool to improve the pool facilities to make it more easily accessible to its patrons; and

WHEREAS, the North Palm Beach Pool serves approximately fifteen thousand (15,000) to twenty thousand (20,000) users annually; and

WHEREAS, the North Palm Beach Pool improvements project is anticipated to cost approximately \$500,000 for locker room renovations, installation of new fencing, pool tower renovation, pool room renovation (heaters, chlorinators, and filters), purchase of new diving boards, re-surfacing of pool, creation of a new picnic area, and the purchase of shade structures; and

WHEREAS, North Palm Beach has requested from County an amount not-to-exceed \$50,000 to help offset costs for the improvements to the North Palm Beach pool; and

WHEREAS, County desires to provide funding to help offset costs for the North Palm Beach Pool improvements; and

WHEREAS, funding for said project in an amount not to exceed \$50,000 is available from the Recreation Assistance Program (RAP) – District 1; and

WHEREAS, recreational facilities for the public 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 \$50,000 to North Palm Beach for improvements to the North Palm Beach Pool for locker room renovations, installation of new fencing, pool tower renovation, pool room renovation (heaters, chlorinators, and filters), purchase of new diving boards, re-surfacing of pool, creation of a new picnic area, and the purchase of shade structures, 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 North 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, 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 North Palm Beach. Said information shall list each invoice paid by North Palm Beach and shall include the vendor invoice number; invoice date; and the amount paid by North Palm Beach along with the number and date of the respective check or proof of payment for said payment. North Palm Beach shall attach a copy of each vendor invoice paid by North 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, North Palm Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by North Palm Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by North Palm Beach and approved by North Palm Beach as indicated.

3. North Palm Beach incurred expenses for the Project beginning on March 1, 2007. Those costs incurred by North Palm Beach for the Project, approved and submitted accordingly by North Palm Beach subsequent to March 1, 2007, 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 North 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. North 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. North Palm Beach shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be for ten (10) years, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event North Palm Beach is in default of its obligations

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under this Agreement, the County shall provide North Palm Beach thirty (30) days written notice to cure the default. In the event North 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 North Palm Beach for the Project deemed to be in default and North Palm Beach shall return any County RAP funds already collected by North Palm Beach for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. North Palm Beach shall complete the Project by December 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2007, through December 31, 2007. North 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 April 1, 2008. Upon written notification to County at least ninety (90) days prior to that date North Palm Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny North Palm Beach's request for said extension.

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

12. North 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 North 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 North Palm Beach is merely a recipient of County

3.

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, North 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 North 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 North 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, North 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 North 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, North 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.

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

Prior to execution of this Agreement by the County, North 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 North Palm Beach of its

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liability and obligations under this Agreement.

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

17. North 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 North 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 North 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, North 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 agreements, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

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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 North Palm Beach: Village Manager Village of North Palm Beach Village Hall 951 U.S. Highway 1 North Palm Beach, FL 33408 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, Cler	k &
Comptroller	

By: _____ Deputy Clerk

ATTEST ussa Teal By: **City Clerk**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

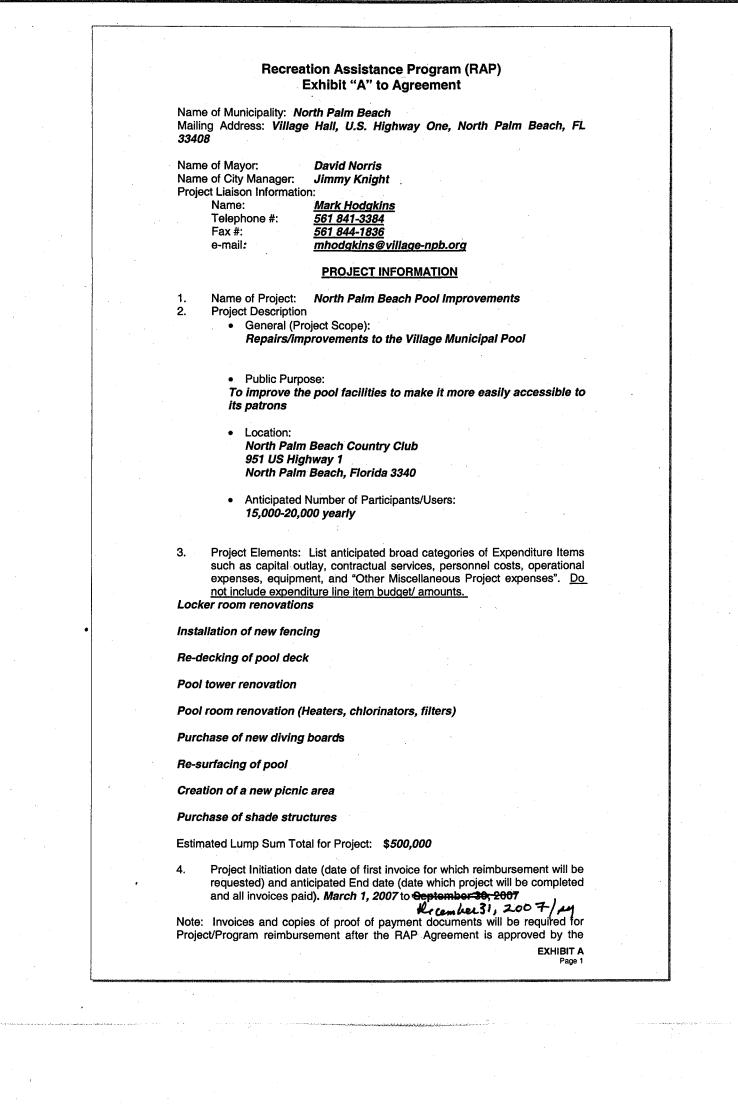
By:

County Attorney

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

By_ Commissioner Addie L. Greene, Chairperson VILLAGE OF NORTH PAL MBE **A**eh By: Mayor APPROVED AS TO TERMS AND CONDITIONS:

By: <u>Dennis L. Eshleman, Director</u> Parks and Recreation Department



(1/26/2007) Susan Yinger - Exhibit A Form - Municipalities.doc

Board of County Commissioners. <u>Do not submit reimbursement documentation</u> <u>at this time</u>. 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

\$_50,000 District 1 (filled in by County)

> EXHIBIT A Page 2

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



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

		Date		
Grantee		Project Name:		
Submission #:		Reimbursement Period:		
Item	Кеу	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 Pure 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 rec expenses reported abo request.	ertify that the documenta juired to support the proje ve and is available for au	dit upon
Administrator Date		Financial Officer	Date	р — А
	<u></u>	PBC USE ONLY		<u></u>
County Funding Participation		\$		
Total Project Costs To Date:		\$		
County Obligation To Date		\$		· ,
County Retainage (%)		\$		
County Funds Previously Disburse	əd	\$		
County Funds Due this Billing		\$		
Reviewed and Approved By:	PBC P	Project Administrator	Date	
-	Depart	ment Director	Date	

Page <u>1 of</u>

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		Grantee:			· ·	Proje	ect Name:		·	
	Submittal #:			Cont	ract Reimburseme	nt Period:	Period:			
		· · · · · ·		Check or \	/oucher	invo	ice			
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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

PALM BEACH COUNTY **EXHIBIT B** Key Legend PARKS AND RECREATION DEPARTMENT C = Contractual Services (cont'd.) **CONTRACTUAL SERVICES PURCHASE SCHEDULE** S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs Invoice **Check or Voucher Expense Description** Number Payee (Vendor/Contractor) Key Number Date Date Amount .

TOTAL \$

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>3 of</u>

CERTIFICATE OF CO	VERAGE		
Certificate Holder		Administrator	Issue D:
PALM BEACH COUNTY COMMISSIONERS	BOARD OF COUNTY	Fiorida League of (Public Risk Service	
301 N OLIVE AVENUE		P.O. Box 530065	
[1] M. M. Markellin, Phys. Rev. Lett. 10, 110 (1997).		Orlando, Florida 3	2853-0065
NORTH PALM BEACH.	rt 99401		
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Personal Injury		Special Form	Electronic Data Pro
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Medical Attendents/Medical Director	s' Malpractice Liability	Agreed Arnount	
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All owned Autos (Other than Private	Passenger)	101 August 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
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Other			
The limit of liability is \$100,000 Bodily Inju	y end/or Property Demage per person or	\$200,000 Bodily Injury and/or	Property Damage per occurrence
specific limits of liability are increased to \$	1,000,000 (combined single limit) per oco	urrence, solely for any liability	resulting from entry of a claims bill
Section 758.28 (5) Florida Statutes or liab	Ity imposed pursuant to Federal Law or a	ictions outside the State of Flo	rida.
Description of Operations/Locations/Ve	hicke/Special Items		
Re: Grant.	a second and the seco	and the second	ha the standard stand
The Certificate Holder is hereby adde	d as an additional insured, except for Wo	rkers' Compensation and Emp	ployers Liability, as respects the m
Liebliky for the above described even			
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