

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 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 Lake Park for the period May 1, 2007, through June 19, 2007, in an amount not-to-exceed \$1,000 for the 2007 Dr. Martin Luther King, Jr. Celebration and Festival.

Summary: This funding is to help offset the cost of entertainment for the 2007 Dr. Martin Luther King, Jr. Celebration and Festival held by the Town of Lake Park on January 15, 2007. The event attracted approximately 1,500 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 15, 2007. Funding is from the Recreation Assistance Program (RAP). District 7 (AH)

Background and Justification: The Town of Lake Park sponsored the Dr. Martin Luther King, Jr. Celebration and Festival on January 15, 2007. This community gathering was held for the purpose of recognition and celebration and included entertainment.

The total cost of the Dr. Martin Luther King, Jr. Celebration and Festival was approximately \$5,500. The \$1,000 from the Recreation Assistance Program - District 7 will help offset a portion of the cost of entertainment for the event. The Agreement has been executed on behalf of the Town of Lake Park, and now needs to be approved by the Board of County Commissioners.

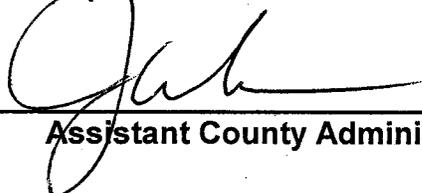
Attachment: Agreement

Recommended by:


Department Director

4/3/07
Date

Approved by:


Assistant County Administrator

4/16/07
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>1,000</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>1,000</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 R907
 Object 8101 Program N/A

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

Recreation Assistance Program
 District 7 3600-583-R907-110-8101 \$1,000

C. Departmental Fiscal Review: in-kind match

III. REVIEW COMMENTS

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

John Dal 4/10/07
 OFMB 4/10/07 my 4/9/07 ON 4/5/07 4/11/07 Jim J. Jacobs 4/11/07
 Contract Development and Control

B. Legal Sufficiency:

Anne. Idelynd 4/16/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE
PARK FOR THE 2007 DR. MARTIN LUTHER KING, JR. CELEBRATION AND
FESTIVAL**

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 Lake Park, a Florida Municipal Corporation, hereinafter referred to as "Lake Park."

WITNESSETH:

WHEREAS, Lake Park sponsored the Martin Luther King, Jr. Celebration and Festival on January 15, 2007 (the Event); and

WHEREAS, the Event is a community gathering for the purpose of recognition and celebration that included entertainment, which cost approximately \$5,500; and

WHEREAS, Lake Park has requested from County an amount not-to-exceed \$1,000 to help offset the cost of entertainment at the Event; and

WHEREAS, County desires to provide funding to help offset costs for entertainment at the Event; and

WHEREAS, funding for the entertainment at the Event in an amount not-to-exceed \$1,000 is available from the Recreation Assistance Program (RAP) - District 7; and

WHEREAS, community special events and gatherings 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 \$1,000 to Lake Park for entertainment at the Event 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 Lake Park 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 Lake Park. Said information shall list each invoice paid by Lake Park and shall include the vendor invoice number; invoice date; and the amount paid by Lake Park along with the number and date of the respective check or proof of payment for said payment. Lake Park shall attach a copy of each vendor invoice paid by Lake Park 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, Lake Park's Program Administrator and Project Financial Officer shall certify the total funds spent by Lake Park on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lake Park and approved by Lake Park as indicated.

3. Lake Park incurred expenses for the Project beginning on January 15, 2007. Those costs incurred by Lake Park for the Project, approved and submitted accordingly by Lake Park subsequent to January 15, 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 Lake Park 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. Lake Park agrees, warrants, and represents that all of the employees and participants in the Project were 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. Lake Park shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until June 19, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Lake Park is in default of its obligations under this Agreement, the County shall provide Lake Park thirty (30) days written notice to cure the default. In the event Lake Park 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 Lake Park for the Project deemed to be in default and Lake Park shall return any County RAP funds already collected by Lake Park 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. Lake Park shall complete the Project by March 19, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 15, 2007, through March 19, 2007. Lake Park shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 19, 2007. Upon written notification to County at least ninety (90) days prior to that date Lake Park may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lake Park's request for said extension.

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

12. Lake Park 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 Lake Park. 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 Lake Park is merely a recipient of County

funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Lake Park 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 Lake Park, 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 Lake Park is eligible to receive reimbursement from the County.

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

Lake Park 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, Lake Park 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 Lake Park of its liability and obligations under this Agreement.

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

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

17. The County and Lake Park 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.

18. 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.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Lake Park 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.

20. 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.

21. 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 Lake Park

Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

22. 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

ATTEST:
By: *Veronica Mendez*
Town Clerk

TOWN OF LAKE PARK
By: *Paul West*
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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



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

Name and address of Municipality
Name of Municipality: Town of Lake Park
Mailing Address:

Name of Mayor: Paul W. Castro

Name of City Manager: Cindy Sementelli
Project/Project Liaison Information:

Name: DALE DOUGHERTY
Telephone #: 561-881-3338
Fax #: 561-881-3340
e-mail: dale.doc@aol.com

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: 2007 Martin Luther King, Jr. Celebration – Recovery in Motion Singing Group
2. Project/ Program Description
 - General (Project Scope): DR. MARTIN LUTHER KING, JR. CELEBRATION AND FESTIVAL
 - Public Purpose: Recognition + Celebration
 - Location: Kelsey Park - Park Ave + US#1, Lake Park, FL
 - Anticipated Number of Participants/Users: 1,000 - 2,000
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". Do not include expenditure line item budget/amounts.
Entertainment
4. Estimated Lump Sum Total for Project/Program \$ 5,500.00
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
01/15/2007 to 01/19/2007 03/19/2007/mj
month/day/year month/day/year

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/program time frame AND Categories for 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 \$ 1,000
District 7
(filled in by County)



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

CERTIFICATE OF COVERAGE

Certificate Holder

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
301 NORTH OLIVE AVENUE
WEST PALM BEACH FL 33401

Administrator

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

Issue Date 01/16/07

REVISED

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 0795

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 Stoploss \$25,000

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 Stoploss \$25,000

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 Per Schedule - Comprehensive - Auto Per Schedule - 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 \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

Re: Martin Luther King, Jr. Celebration on January 15, 2007 in Historic Kelsey Park, 15 Lake Drive, Lake Park, FL 33404.

The Certificate Holder is hereby added as additional insured, as respects the member's liability regarding the above described event.

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 LAKE PARK
535 PARK AVENUE
LAKE PARK FL 33403

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