Agenda Item #: 3.M.3.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 15, 2007

[X] Consent [] Ordinance [] Regular [] Public Hearing

Department: Parks and Recreation

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 Town of Lake Clarke Shores for the period May 15, 2007, through December 1, 2008, in an amount not-to-exceed \$45,000 for funding of Memorial/Lake Clarke Shores Community Park.

Summary: This funding is to help offset the cost of development of Memorial/Lake Clarke Shores Community Park. The park is anticipated to be used by 250 people each day. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to December 12, 2006. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. <u>District 3</u> (AH)

Background and Justification: The Town of Lake Clarke Shores is constructing a new user-oriented neighborhood park. The park, located at 1700 Carandis Road in Lake Clarke Shores, will feature ball fields, play areas, an open pavilion, and walking trails.

The total cost of the park development project is estimated to be approximately \$250,000 for landscaping, amenities and facilities including ball fields, play areas, an open pavilion, walking trails, irrigation, utilities, and other miscellaneous expenses associated with the park development. The \$45,000 from RAP – District 3 will help offset a portion of these costs. The Agreement has been executed on behalf of the Town of Lake Clarke Shores, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: Department Director Approved by: Date istant County Administrator

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)	-0- 45,000 -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	<u>45,000</u>	-0-	_0-	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.:	it Budget? Y Fund <u>3600</u> Object <u>8101</u>	Department		<u>8903</u>	

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

Recreation Assistance Program

District 3 3600-583-R903-039-8101 \$45,000

C. Departmental Fiscal Review: ______ ckopelakus

III. REVIEW COMMENTS

Contract Development and

E,

This Contract complies with our contract review requirements.

ones5/1107

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

B. Legal Sufficiency:

5/1/07 Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE CLARKE SHORES FOR FUNDING OF MEMORIAL/LAKE CLARKE SHORES COMMUNITY 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 Town of Lake Clarke Shores, a Florida Municipal Corporation, hereinafter referred to as "Lake Clarke Shores".

WITNESSETH:

WHEREAS, Lake Clarke Shores is constructing a new, user-oriented neighborhood park at 1700 Carandis Road in Lake Clarke Shores; and

WHEREAS, the park will feature ball fields, play areas, an open pavilion, and walking trails; and

WHEREAS, park development costs are estimated to be approximately \$250,000 for landscaping, amenities including the ball fields, play areas, open pavilion, and walking trails, irrigation, utilities, and other miscellaneous expenses associated with park development; and

WHEREAS, the park is anticipated to be used by two hundred and fifty (250) people each day; and

WHEREAS, Lake Clarke Shores has requested from County an amount not to exceed \$45,000 to help offset costs for expenses for the park development; and

WHEREAS, County desires to provide funding to offset costs for the park development; and

WHEREAS, funding for the park development in an amount not-to-exceed \$45,000 is available from the Recreation Assistance Program (RAP) – District 3; and

WHEREAS, Lake Clarke Shores' recreational facilities 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 \$45,000 to Lake Clarke Shores for development of Memorial/Lake Clarke Shores Community Park to include landscaping, amenities including the ball fields, play areas, open pavilion, and walking trails, irrigation,

utilities, and other miscellaneous expenses associated with park development, 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 Lake Clarke Shores 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 Clarke Shores. Said information shall list each invoice paid by Lake Clarke Shores and shall include the vendor invoice number; invoice date; and the amount paid by Lake Clarke Shores along with the number and date of the respective check or proof of payment for said payment. Lake Clarke Shores shall attach a copy of each vendor invoice paid by Lake Clarke Shores 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 Clarke Shores' Program Administrator and Project Financial Officer shall certify the total funds spent by Lake Clarke Shores on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lake Clarke Shores and approved by Lake Clarke Shores as indicated.

3. Lake Clarke Shores incurred expenses for the Project beginning on December 12, 2006. Those costs incurred by Lake Clarke Shores for the Project, approved and submitted accordingly by Lake Clarke Shores subsequent to December 12, 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 Lake Clarke Shores 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 Clarke Shores 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. Lake Clarke Shores shall be responsible for the operation and maintenance of the Project, including all associated Project costs.

7. The term of this Agreement shall be for fifteen (15) years, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Lake Clarke Shores is in default of its obligations under this Agreement, the County shall provide Lake Clarke Shores thirty (30) days written notice to cure the default. In the event Lake Clarke Shores 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 Clarke Shores for the Project deemed to be in default and Lake Clarke Shores shall return any County RAP funds already collected by Lake Clarke Shores 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. Lake Clarke Shores shall complete the Project by September 29, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 12, 2006, through September 29, 2008. Lake Clarke Shores 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 1, 2008. Upon written notification to County at least ninety (90) days prior to that date Lake Clarke Shores may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lake Clarke Shores's request for said extension .

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

12. Lake Clarke Shores 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 Clarke Shores. 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 Clarke Shores 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 Clarke Shores 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 Clarke Shores, 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 Clarke Shores 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 Clarke Shores 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 Clarke Shores 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 Clarke Shores shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Lake Clarke Shores 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, Lake Clarke Shores 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 Clarke Shores of its liability and obligations under this Agreement.

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

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

18. The County and Lake Clarke Shores 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, Lake Clarke Shores 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:

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 Clarke Shores:

City Manager City of Lake Clarke Shores 100 N.W. Ist Avenue Lake Clarke Shores, FL 33444

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.

Mayor

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

ATTES Doputy 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 AKE CLARKE SHORES TOWN OF L By

APPROVED AS TO TERMS AND CONDITIONS

Bv: lanu 17

Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Municipality: Lake Clarke Shores Mailing Address: 1701 Barbados Road, Lake Clarke Shores, FL 33406

Name of Mayor: H. David Kelley, Jr. Name of City Manager: Joann Hatton, Town Administrator **Project Liaison Information:**

Name: Joann Hatton, Town Administrator

Telephone #: (561) 964-1515

Fax #: (561) 964-0685

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3.

e-mail jhattonlcs@bellsouth.net

PROJECT INFORMATION

Name of Project: Memorial/Lake Clarke Shores Community Park **Project Description**

General (Project Scope): •

New park development which is a user-oriented recreational park at the neighborhood park size.

• Public Purpose: Recreation - ball fields, play areas, open pavilion, and walking trails. This park will supplement the other parks in town. • Location: 1700 Carandis Road

Lake Clarke Shores, FL 33406

Anticipated Number of Participants/Users: 250 daily

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.

Landscaping; amenities; irrigation, and development of utilities.

4. Estimated Lump Sum Total for Project: \$ 250,000.00

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). 12/12/06 _ to_9/29/08

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 <u>_XX</u>

Amount of Recreation Assistance Program Funding awarded

45,000 \$ District 3

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

EXHIBIT A Page 1



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT	PAYMENT	REQUEST

		· ·	
		Date	
Grantee		Project Name:	
Submission #:		Reimbursement Period:	
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	<u> </u>		
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Salary & Wages (% of salaries)	(S)		
laterials, Supplies, Direct Purchases	(M)		
quipment	(E)		
ravel	(T)	an Changaine Na Changaine an Anna Anna Anna Anna Anna Anna Anna	
ndirect Costs	(1)		
TOTAL PROJECT COSTS			
C = Contractual ServicesS = Salary & WagesM = Materials, Supplies, Direct P	urchases		
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	fy that the documentation has ed to support the project and is available for audit upon
Administrator Date	· · · · · · · · ·	Financial Officer	Date
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County Funding Participation Total Project Costs To Date:			
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	Grantee:								
	· · · ·	Submittal #:	,			Con	tract Reimbursem	ent Period:	
				Check or \	/oucher	Inve			
#	Payee (Vendor/Contract	or)	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 <u>2 of</u>

	PALM BEACH COUNTY
<u>Key Legend</u> C = Contractual Services	PARKS AND RECREATION DEPARTMENT
S = Salary & Wages	CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

	T = Travel I = Indirect Costs	T = Travel I = Indirect Costs								
	L	L		Check or Voucher		Voucher	Invoice			
#	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.

M = Materials, Supplies, Direct Purchases

É = Equipment

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>

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