

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 21, 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 Florida Atlantic University for the period August 21, 2007, through March 31, 2008, in an amount not-to-exceed \$5,000 for the Pine Jog Public Trail project.

Summary: This funding is for improvements to the public trails at Florida Atlantic University's Pine Jog Environmental Education Center on Summit Boulevard in West Palm Beach. The trails at Pine Jog are used by approximately 15,000 annually. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 2 Funds. District 6 (AH)

Background and Justification: Florida Atlantic University owns Pine Jog Environmental Education Center, which it operates through its College of Education. Pine Jog has recently been in the process of improving and renovating its public nature trail system.

Personnel costs for the improvements to the nature trail are estimated at \$5,000 for installation of additional markers, repair of damage due to fire, and maintenance of newly cut trails. Funding from RAP - District 2 will offset this expense. The Agreement has been executed on behalf of Florida Atlantic University, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:


Department Director

7-24-07
Date

Approved by:


Assistant County Administrator

8/6/07
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>5,000</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>5,000</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 R902
 Object 8101 Program N/A

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

Recreation Assistance Program
 District 2 3600-583-R902-089- 8101 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Elizabeth Blaes 7/31/07
 OFMB
 7/30/07 CN 1/25/17

Devin J. Jacobowitz
 Contract Development and Control
 E. Jones 7/31/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgert 8/6/07
 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 FLORIDA ATLANTIC
UNIVERSITY FOR THE PINE JOG PUBLIC TRAIL PROJECT**

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 Florida Atlantic University Acting For and on Behalf of the Florida Atlantic University Board of Trustees, hereinafter referred to as AFAU".

WITNESSETH:

WHEREAS, FAU is a state university that owns Pine Jog Environmental Education Center (Pine Jog), which it operates through its College of Education; and

WHEREAS, Pine Jog is situated on 150 acres located at 6301 Summit Boulevard in West Palm Beach; and

WHEREAS, Pine Jog is designed to develop, model, and provide programs which foster an awareness and appreciation of the natural world, promote an understanding of ecological concepts, and instill a sense of stewardship toward the earth and all its inhabitants; and

WHEREAS, Pine Jog serves approximately 40,000 people annually, including students from kindergarten through sixth grade, teachers participating in professional development, and the public; and

WHEREAS, Pine Jog needs assistance with the funding of trail improvements to be undertaken through its Pine Jog Public Trail Project; and

WHEREAS, Pine Jog's Public Trail Project's proposed improvements include the installation of additional markers, repairing of damage due to fire, maintenance of newly cut trails, and other miscellaneous trail improvements; and

WHEREAS, the cost of personnel to provide the necessary improvements for the Pine Jog Public Trail Project is approximately \$5,000; and

WHEREAS, FAU has requested \$5,000 from County to offset personnel costs for the Public Trail Project; and

WHEREAS, funding for the personnel costs for the Public Trail Project in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) - District 2; and

WHEREAS, County desires to provide funding for the Pine Jog Public Trail Project; and

WHEREAS, nature trails and environmental education opportunities provide 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 \$5,000 to FAU for personnel costs for the Pine Jog Public Trail Project for trail improvements to include the installation of additional markers, repairing of damage due to fire, maintenance of newly cut trails, and other miscellaneous trail improvements, 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 FAU 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 completed 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 FAU. Said information shall list each invoice paid by FAU and shall include the vendor invoice number; invoice date; and the amount paid by FAU along with the number and date of the respective check or proof of payment for said payment. FAU shall attach a copy of each vendor invoice paid by FAU 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, FAU's Program Administrator and Project Financial Officer shall certify the total funds spent by FAU on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by FAU and approved by FAU as indicated.

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

7. The term of this Agreement shall be until March 31, 2008, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event FAU is in default of its obligations under this Agreement, the County shall provide FAU thirty (30) days written notice to cure the default. In the event FAU 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 FAU for the Project deemed to be in default and FAU shall return any County RAP funds already collected by FAU 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 9 above.

10. FAU shall complete the Project by December 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2007, and December 31, 2007. FAU shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 31, 2008. Upon written notification to County at least ninety (90) days prior to that date FAU may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny FAU's request for said extension.

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

12. FAU 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 FAU. 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 FAU 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, to the extent permitted by Florida law, including Section 768.28, Florida Statutes, FAU 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, judgements, and/or causes of action of any type arising out of or relating to any act or omission of FAU, 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 FAU is eligible to receive reimbursement from the County.

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

FAU 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, FAU 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 FAU of its liability and obligations under this Agreement.

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

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

18. The County and FAU 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, FAU 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 agreement, written or oral, relating to this Agreement. This 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 FAU:

Executive Director
Pine Jog Environmental Education Center
College of Education, Florida Atlantic University
6301 Summit Boulevard
West Palm Beach, FL 33415

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, Clerk
Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:

Dusan W. Yegor
Veronica Kenneth

FLORIDA ATLANTIC UNIVERSITY ACTING FOR
AND ON BEHALF OF THE FLORIDA ATLANTIC
UNIVERSITY BOARD OF TRUSTEES

By: *Diane R. Glickman*

Name **Diane R. Glickman**

Title **Associate Director**
Sponsored Research, DOR

Date **7/6/07**

APPROVED AS TO FORM
AND LEGALITY *JSL*
General Counsel *7/6/07*
Florida Atlantic University

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 of Governmental Entity: Pine Jog Environmental Education, Florida
Atlantic University

Mailing Address: 6301 Summit Blvd, West Palm Beach, FL 33402

Name of FAU Contact: DR. GERALD GOLD BERGER
DIRECTOR, SPONSORED RESEARCH
777 GLADES ROAD AD-247

Project Liaison Information: BOCA RATON 33431

Name: PAT WELCH
Telephone #: 561-686-6600
Fax #: 561-687-4968
e-mail: WELCH@FAU.EDU

PROJECT INFORMATION

1. Name of Project: Pine Jog Public Trail Project
2. Project Description

- General (Project Scope):

Personnel / Labor Costs ^{for} *ADDITION OF IMPROVEMENTS TO THE PINE JOG*
NATURE TRAIL SYSTEM: *INSTALL ADDITIONAL MARKERS,*
REPAIR DAMAGE DUE TO FIRE, MAINTAIN NEWLY CUT TRAILS

- Public Purpose: *PUBLIC ACCESS / RECREATION*
- Location: *PINE JOG ENVIRONMENTAL EDUCATION CENTER*
- Anticipated Number of Participants/Users: *15,000*

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 COSTS for Public Trail Project to include installation of additional markers, repair of damage due to fire, and maintenance of newly cut trails

4. Estimated Lump Sum Total for Project: \$ 5000.00

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). 1-01-07 to 12-31-07

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

7. Amount of Recreation Assistance Program Funding awarded \$ 5,000
District 2
(filled in by County)

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



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



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: WC-07-0201 STATE EMPLOYEE WORKERS'
COMPENSATION and EMPLOYER'S
LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: 7/1/07

Expiration Date: 7/1/08

Alex Sink

Chief Financial Officer

DI4-867
(REV. 3/01)

DEPARTMENT OF FINANCIAL SERVICES
THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 • TELECOPIER (850) 413-2950



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: GL-07-0201 GENERAL LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: 7/1/07

Expiration Date: 7/1/08

Alex Sink

Chief Financial Officer

D14-863
(REV. 3/01)

DEPARTMENT OF FINANCIAL SERVICES
THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 • TELECOPIER (850) 413-2950