

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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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

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with the Village of Palm Springs for the period August 21, 2007, through December 30, 2007, in an amount not-to-exceed \$25,000 for the Lillian Road Passive Park development project.

**Summary:** This funding is to help offset construction costs for the Lillian Road Passive Park development project. The completed park is estimated to be utilized by approximately 500 visitors each month. The Agreement allows for the reimbursement of eligible project costs incurred by Palm Springs subsequent to May 21, 2007. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. District 3 (AH)

**Background and Justification:** Palm Springs is completing construction of the new Lillian Road passive park on a four (4) acre site previously overgrown with invasive and nuisance trees. The park is a neighborhood park created to improve the quality of life for the surrounding areas by providing fishing and canoeing opportunities, exercise and play areas, and scenic waterfront open space.

The total cost of the park development project was approximately \$125,000 for tree clearing, landscaping, site work including grading and leveling, site amenities including park benches and garbage cans, mulching, and exercise equipment. The \$25,000 from RAP - District 3 will help offset a portion of these costs. The Agreement has been executed on behalf of the City of Palm Springs, and now needs to be approved by the Board of County Commissioners.

**Attachment:** Agreement

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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>25,000</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>
<b>NET FISCAL IMPACT</b>	<b><u>25,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Units R903  
 Object 8101 Program N/A

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

Recreation Assistance Program  
 District 3                      3600-583-R903-043-8101                      \$25,000

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

Elizabeth Blush 7/31/07  
 OFMB  
 248 CN  
 7/30/07 7/25/11

[Signature] for 10  
 Contract Development and Control  
 7/31/09  
 This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**  
Anne Delgent 8/6/07  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
THE VILLAGE OF PALM SPRINGS FOR FUNDING OF THE LILLIAN ROAD PASSIVE  
PARK DEVELOPMENT 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 the Village of Palm Springs, a Florida Municipal Corporation, hereinafter referred to as "Palm Springs".

**WITNESSETH:**

**WHEREAS**, Palm Springs is constructing a new passive park (the "Park") on approximately four (4) acres on Lillian Road that is currently overgrown with invasive and nuisance trees; and

**WHEREAS**, the Park will serve as a neighborhood park for the purposes of quality of life enhancement for the surrounding areas by providing fishing, canoeing, exercise and play areas, and scenic waterfront open space; and

**WHEREAS**, park development costs are estimated to be approximately \$125,000 for tree clearing, landscaping, site work including grading and leveling, site amenities including park benches and garbage cans, mulching, and exercise equipment; and

**WHEREAS**, the park is anticipated to be used by several thousand people; and

**WHEREAS**, Palm Springs has requested from County an amount not-to-exceed \$25,000 to help offset costs for expenses for development of Park; and

**WHEREAS**, County desires to provide funding to offset costs for Park development; and

**WHEREAS**, funding for Park development in an amount not-to-exceed \$25,000 is available from the Recreation Assistance Program (RAP) – District 3; and

**WHEREAS**, Palm Springs' 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 \$25,000 to Palm Springs for development of the Park to include tree clearing, landscaping, site work including grading and leveling, site amenities including park benches and garbage cans, mulching, and exercise

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

3. Palm Springs incurred expenses for the Project beginning on May 21, 2007. Those costs incurred by Palm Springs for the Project, approved and submitted accordingly by Palm Springs subsequent to May 21, 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 Palm Springs 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. Palm Springs 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. Palm Springs 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 Palm Springs is in default of its obligations under this Agreement, the County shall provide Palm Springs thirty (30) days written notice to cure the default. In the event Palm Springs 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 Palm Springs for the Project deemed to be in default and Palm Springs shall return any County RAP funds already collected by Palm Springs 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. Palm Springs shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 21, 2007, through September 30, 2007. Palm Springs 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 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Palm Springs may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Palm Springs' request for said extension .

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

12. Palm Springs 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 Palm Springs. 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 Palm Springs 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, Palm Springs 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 Palm Springs, 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 Palm Springs is eligible to receive reimbursement from the County.

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

Palm Springs 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, Palm Springs 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 Palm Springs of its liability and obligations under this Agreement.

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

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

18. The County and Palm Springs 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, Palm Springs 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 Departmen  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

As to Palm Springs:

Village Manager  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

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

By: \_\_\_\_\_  
Deputy Clerk

**ATTEST:**  
By: *Sharon R. Bock*  
Deputy Clerk

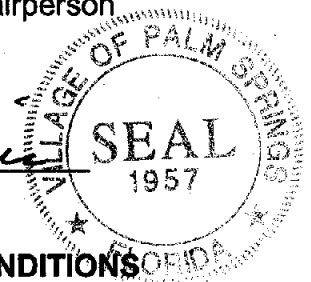
**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

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

By: \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

**VILLAGE OF PALM SPRINGS**  
By: *John M. Dore*  
Mayor



**APPROVED AS TO TERMS AND CONDITIONS**

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



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

Name of Municipality: Village of Palm Springs  
Mailing Address: 226 Cypress Lane, Palm Springs, FL 33461

Name of Mayor: John M. "Mike" Davis  
Name of City Manager: Karl Umberger  
Project Liaison Information:  
Name: Bill Golson  
Telephone #: 561-964-8820  
Fax #: 561-964-2387  
e-mail: bgolson@villageofpalm Springs.org

**PROJECT INFORMATION**

1. Name of Project: Passive Park Development – Lillian Rd.
2. Project Description
  - General (Project Scope):  
The park site is a recently acquired lake front parcel (+/- 4 acres) that is currently overgrown with invasive and nuisance trees. The first phase of the project will be to remove and clear the land around the lake of this vegetation and install a mulch walking trail. Furthermore, once the site is cleared and further funding can be secured, possible additional park development including an exercise trail, fishing dock, parking, benches, picnic areas, and playground equipment are planned.
  - Public Purpose:  
The park will serve as a neighborhood park for the purposes of quality of life enhancement for the surrounding areas. Close to 850 condominium units with no other open space nearby will be able to access the park in order to fish, canoe, exercise, play, and enjoy a serene waterfront open space.
  - Location:  
The park is located on Lillian Rd. in Palm Springs approximately 1/8 mile west of Congress Avenue.
  - Anticipated Number of Participants/Users:  
500/month

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.  
Tree Clearing, landscaping, site work including grading and leveling, site amenities including park benches and garbage cans, mulching, and exercise equipment.

4. Estimated Lump Sum Total for Project: \$ 125,000

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). May 21, 2007 to August 31<sup>st</sup>, 2007  
*September 30, 2007 / ay*

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: \_\_\_\_\_

Amount of Recreation Assistance Program Funding awarded \$ 25,000  
District 3

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto: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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

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



**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**

Grantee: \_\_\_\_\_

\_\_\_\_\_  
 Date

Submittal #: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					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

