

Agenda Item #: **3.M.11.**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: **November 20, 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 City of Pahokee for the period November 20, 2007, through June 1, 2008, in an amount not-to-exceed \$50,000 for funding the Pahokee Lake Island Project preliminary study.

**Summary:** This funding is for a study initiated by the City of Pahokee to determine the most efficient and effective manner to construct environmental barrier islands within the city limits of Pahokee in Lake Okeechobee. The Agreement allows for the reimbursement of expenses incurred subsequent to October 1, 2007. Funding is from the Park Improvement Fund. District 6 (AH)

**Background and Justification:** In response to a request from the City of Pahokee, the Board approved an allocation of \$50,000 to the Park Improvement Fund from countywide ad valorem funding for a preliminary study to create a series of islands in Lake Okeechobee. The islands will serve as a breakwater for the levee and create recreational and educational opportunities for residents of Palm Beach County, as well as generate additional tourism for the Glades area. The islands will also create a hurricane barrier, providing additional protection to the Herbert Hoover Dike and the residents of the Glades during future storms, remove hazardous phosphorous from Lake Okeechobee, re-establish lake habitat, reduce turbidity thereby increasing the quality of the drinking water supply, and improve water quality that is discharged down the Caloosahatchee River and St. Lucie Canal.

The total cost of the preliminary study is \$50,000 for contractual services, which will be reimbursed by the \$50,000 in park improvement funding. The Agreement has been executed on behalf of the City of Pahokee, and now needs to be approved by the Board of County Commissioners.

**Attachment:** Agreement

Recommended by:   
Department Director

10/29/07  
Date

Approved by:   
Assistant County Administrator

11/6/07  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF  
PAHOKEE FOR FUNDING OF THE PAHOKEE LAKE ISLAND PROJECT  
PRELIMINARY STUDY**

**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 City of Pahokee, a Florida Municipal Corporation, hereinafter referred to as "Pahokee".

**WITNESSETH:**

**WHEREAS**, Pahokee is initiating a study to determine the most efficient and effective manner to construct environmental barrier islands within the City limits of Pahokee in Lake Okeechobee; and

**WHEREAS**, the barrier islands will serve as breakwaters for the levee and create recreational and educational opportunities for residents of Palm Beach County and will generate additional tourism to the Glades area of Palm Beach County; and

**WHEREAS**, the barriers will also create a hurricane barrier, providing additional protection to the Herbert Hoover Dike and the residents of the Glades during future storms; create additional recreational areas; improve the overall economic health of the area; remove hazardous phosphorus; re-establish habitat that was utilized to build the Herbert Hoover Dike; reduce turbidity thereby increasing the quality of the drinking water supply and the Lake in general; and improve water quality that is discharged down the Caloosahatchee and/or St. Lucie canals; and

**WHEREAS**, approximately 100,000 users will benefit per month from the Lake Island Project when completed; and

**WHEREAS**, the Pahokee Lake Island Project Preliminary Study is anticipated to cost approximately \$50,000; and

**WHEREAS**, Pahokee has requested from County an amount not-to-exceed \$50,000 to offset the cost of the Pahokee Lake Project Preliminary Study; and

**WHEREAS**, County desires to provide funding to help offset costs for the Pahokee Lake Project Preliminary Study; and

**WHEREAS**, funding for said program in an amount not to exceed \$50,000 is available in the Park Improvement Fund; and

**WHEREAS**, recreation, public safety, and environmental improvements 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 Pahokee for the Pahokee Lake Island Project Preliminary Study contractual services, 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 Pahokee 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 Pahokee. Said information shall list each invoice paid by Pahokee and shall include the vendor invoice number; invoice date; and the amount paid by Pahokee along with the number and date of the respective check or proof of payment for said payment. Pahokee shall attach a copy of each vendor invoice paid by Pahokee 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, Pahokee's Program Administrator and Project Financial Officer shall certify the total funds spent by Pahokee on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Pahokee and approved by Pahokee as indicated.

3. Pahokee incurred expenses for the Project beginning on October 1, 2007. Those costs incurred by Pahokee for the Project, approved and submitted accordingly by Pahokee subsequent to October 1, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. County funds may be used as a match for other local, state, or federal grant programs, but Pahokee 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. Pahokee 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. Pahokee shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be until June 1, 2008, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Pahokee is in default of its obligations under this Agreement, the County shall provide Pahokee thirty (30) days written notice to cure the default. In the event Pahokee 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 Pahokee for the Project deemed to be in default and Pahokee shall return any County funds already collected by Pahokee 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. Pahokee shall complete the Project by March 1, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2007, through March 1, 2008. Pahokee 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 1, 2008. Upon written notification to County at least ninety (90) days prior to that date Pahokee may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Pahokee's request for said extension.

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

12. Pahokee 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 Pahokee. 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 Pahokee 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. It is agreed County's sole liability and responsibility in regards to the Project is limited to funding, as provided in Section 1 herein above. 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, Pahokee 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 Pahokee, its agents, servants and/or employees in the performance of this Agreement or any law suit brought by a third party relating to the improvements at Airport Park. 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 Pahokee is eligible to receive reimbursement from the County.

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

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

17. The County and Pahokee 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, Pahokee 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 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.

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 Pahokee:

City Manager  
City of Pahokee  
171 North Lake Avenue  
Pahokee, FL 33476

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

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

**ATTEST:**  
By: *Raquel Diaz*  
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

**CITY OF PAHOKEE**  
By: *[Signature]*  
Mayor

**APPROVED AS TO TERMS AND CONDITIONS:**

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



**Park Improvement Program Funding  
Exhibit "A" to Agreement**

Name of Municipality: City of Pahokee  
Mailing Address: **171 North Lake Avenue  
Pahokee, Fl. 33476**

Name of Mayor: JP Sasser  
Name of City Manager: Lillie Latimore  
Project Liaison Information:  
Name: Lillie Latimore  
Telephone #: 561-924-5534  
Fax #: 561-924-7301  
e-mail: [lillielatimore@thecityofpahokee.com](mailto:lillielatimore@thecityofpahokee.com)

**PROJECT INFORMATION**

1. Name of Project: Pahokee Lake Island Project Preliminary Study
2. Project Description
  - General (Project Scope): Complete a study to determine the most efficient and effective manner to construct environmental barrier islands in lake Okeechobee that will serve as breakwaters for the levee and create recreational and educational opportunities for the residents of palm beach county and generate additional tourism to the glades area of Palm Beach County.
  - Public Purpose:  
Through the creation of Barrier Islands off Pahokee's shore, many public benefits would be realized. They include:
    1. Creating a hurricane barrier, providing additional protection to the Herbert Hoover Dike and the residents of the Glades from future storms;
    2. Creation of Additional Recreational area;
    3. Improving the overall economic health of the area, as we all depend on the lake.
    4. Removal of hazardous phosphorus;
    5. Re-establishing Habitat that was utilized to build the Herbert Hoover Dike;
    6. Reducing Turbidity and increasing the quality of the drinking water supply and the Lake in general;
    7. Improving the water quality that is discharged down the Caloosahatchee and/or St. Lucie canals; and
  - Location: Within the City limits of Pahokee.
  - Anticipated Number of Participants/Users: 100,000 per 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.

Contractual services \$50,000

4. Estimated Lump Sum Total for Project: \$50,000
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). 10/1/07 to 3/1/08

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the 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 reimbursement.

6. Required Attachments:  
Certificate of Insurance N/A  
Amount of Park Improvement Program Funding awarded \$ 50,000  

(filled in by County)

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



