

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 15, 2008

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 Manalapan for the period April 15, 2008, through September 30, 2008, in an amount not-to-exceed \$10,000 for funding of the J. Turner Moore Memorial Library Lecture Series.

Summary: This funding is to help offset costs for the J. Turner Moore Memorial Library Lecture Series sponsored by the Town of Manalapan. The programs in the Lecture Series attract approximately 300 people. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 4 Funds. District 4 (AH)

Background and Justification: The J. Turner Moore Memorial Library Lecture Series is offered annually in the Town of Manalapan to provide programs of an educational and cultural nature to the public, with topics incorporating a wide range of subject matter. The lectures are open to all residents of Palm Beach County. Pre-and post lecture gatherings allow for social opportunities and discussions of topics covered by the various speakers.

The total cost of the lecture series is approximately \$10,000 for lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker airline, meal and lodging expenses, and other miscellaneous expenses related to the Lecture Series. The \$10,000 from RAP-District 4 funds will offset these expenses. The Agreement has been executed on behalf of the Town of Manalapan, and now needs to be approved by the Board of County Commissioners.


Attachment: Agreement

Recommended by:


Department Director

3/21/08
Date

Approved by:


Assistant County Administrator

3/31/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>10,000</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>10,000</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 R904
 Object 8101 Program N/A

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

Recreation Assistance Program

District 4 3600-583-R904-095-8101 \$10,000

C. Departmental Fiscal Review: _____ *ckopelakis*

III. REVIEW COMMENTS

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

<p>_____ OFMB <i>3/26/08</i> <i>3/26/08</i></p>	<p>_____ Contract Development and Control <i>3/27/08</i> <i>3/27/08</i></p>
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B. Legal Sufficiency:

This Contract complies with our contract review requirements.

 Anne Delgent *3/31/08*
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF MANALAPAN
FOR FUNDING OF THE 2007-2008 J. TURNER MOORE MEMORIAL LIBRARY LECTURE
SERIES**

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 Manalapan, a Florida municipal corporation, hereinafter referred to as "Manalapan".

WITNESSETH:

WHEREAS, Manalapan provides an annual Lecture Series, which is held at the J. Turner Moore Memorial Library in Manalapan; and

WHEREAS, the Lecture Series is anticipated to serve approximately three hundred (300) people from throughout the County; and

WHEREAS, the total cost of the 2007- 2008 Lecture Series is anticipated to be \$10,000 for lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker, airline, meal and lodging expenses, and other miscellaneous expenses related to the Lecture Series; and

WHEREAS, Manalapan has requested from County an amount not to exceed \$10,000 for the Lecture Series; and

WHEREAS, the County desires to fund the Lecture Series; and

WHEREAS, programs of an educational and cultural nature benefit the public; and

WHEREAS, funding for the Lecture Series in the amount of \$10,000 is available from the Recreation Assistance Program (RAP) – District 4; 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 \$10,000 to Manalapan to assist with funding of the 2007-2008 Lecture Series for lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker, airline, meal and lodging expenses, and other miscellaneous expenses related to the Lecture Series, 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 Manalapan 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, is complete; 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 Manalapan. Said information shall list each invoice paid by Manalapan and shall include the vendor invoice number; invoice date; and the amount paid by Manalapan along with the number and date of the respective check or proof of payment for said payment. Manalapan shall attach a copy of each vendor invoice paid by Manalapan 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, Manalapan's Program Administrator and Project Financial Officer shall certify the total funds spent by Manalapan on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Manalapan and approved by Manalapan as indicated.

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

7. The term of this Agreement shall be until September 30, 2008, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Manalapan is in default of its obligations under this Agreement, the County shall provide Manalapan thirty (30) days written notice to cure the default. In the event Manalapan 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 Manalapan for the Project deemed to be in default and Manalapan shall return any County RAP funds already collected by Manalapan 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. Manalapan shall complete the Project by June 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2007, through June 30, 2008. Manalapan shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Manalapan may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Manalapan's request for said extension.

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

12. Manalapan 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 Manalapan. 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 Manalapan 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, Manalapan 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 Manalapan, 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 Manalapan is eligible to receive reimbursement from the County.

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

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

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

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

18. The County and Manalapan 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, Manalapan 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 Manalapan:

Town Manager
Town of Manalapan
3577 600 South Ocean Boulevard
Manalapan, FI 33462

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.

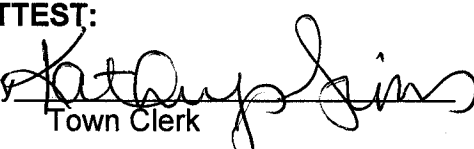
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

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


ATTEST:
By: 
Town Clerk

TOWN OF MANALAPAN
By: 
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Name of Municipality: Town of Manalapan
Mailing Address: 600 South Ocean Boulevard
Manalapan, FL 33462

Name of Mayor: William E. Benjamin, II
Name of City Manager: Gregory L. Dunham
Project Liaison Information:

Name: Linda A. Stumpf, Finance Director
Telephone #: 561-383-2546
Fax #: 561-585-9498
e-mail: lstumpf@manalapan.org

PROJECT INFORMATION

1. Name of Project: 2007-2008 J. Turner Moore Memorial Library Lecture Series
2. Project Description
 - General (Project Scope):
To provide the Community with a lecture series incorporating a wide range of subject matter.

 - Public Purpose
To expose residents of Palm Beach County to the J. Turner Moore Library with interesting and engaging speakers.

 - Location:
J. Turner Moore Library
1330 Lands End Road
Manalapan, FL
 - Anticipated Number of Participants/Users: 300
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.
Speakers: Michael Grunwald, Dr. Elliot Engel, Bill Levy
Lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker airline, meal & lodging expenses, and other miscellaneous expenses related to the program.
4. Estimated Lump Sum Total for Project: \$10,000.00
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): 1/01/07 to 06/30/08

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_____

Amount of Recreation Assistance Program Funding awarded \$ 10,000
District _____
(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

CERTIFICATE OF COVERAGE		ISSUED ON: 10/10/2007
Designated Member Town of Manalapan 600 South Ocean Blvd. Manalapan, FL 334623398	Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32794-8455	Producer Wells Fargo Ins Services Southeast, Inc 501 S. Flagler Dr. #600 West Palm Beach, FL 33401
<p>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.</p>		
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST		
PACKAGE AGREEMENT NUMBER: PK FL1 0802015 07-06		COVERAGE PERIOD: 10/1/2007 FROM TO 10/1/2008 12:01 AM
LIABILITY COVERAGE <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 / \$2,000,000 \$2,500 Deductible <input checked="" type="checkbox"/> Public Officials Liability Limit \$1,000,000 \$10,000 Deductible <input checked="" type="checkbox"/> Employment Practices Liability Limit \$1,000,000 \$10,000 Deductible <input checked="" type="checkbox"/> Employee Benefits Liability Limit \$1,000,000 / \$2,000,000 <input checked="" type="checkbox"/> Law Enforcement Liability Limit \$1,000,000 \$5,000 Deductible	WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER: WC FL1 0802015 07-09 Self Insured Workers' Compensation <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease	AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$1,000 Deductible <input checked="" type="checkbox"/> All Owned Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Automobile Physical Damage <input checked="" type="checkbox"/> Comprehensive See Schedule for Deductible <input checked="" type="checkbox"/> Collision See Schedule for Deductible <input checked="" type="checkbox"/> Hired Auto with limit of \$35,000
PROPERTY COVERAGE <input checked="" type="checkbox"/> Buildings & Personal Property Per schedule on file with \$10,000 Deductible Transit limit Note: See coverage agreement for details on wind, flood, and other deductibles. Rentals, Borrowed and Leased Equipment Limit <input checked="" type="checkbox"/> All other Inland Marine Limit \$116,500/TIV See Schedule for Deductible	<p><small>NOTE: 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 limits shown above per occurrence, solely for any liability resulting from entry of a claimant pursuant to Section 708.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.</small></p>	
Description of Operations/ Locations/ Vehicles/Special items: General This section completed by member's agent, who bears complete responsibility and liability for its accuracy.		
<p><small>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.</small></p>		
Certificate Holder Palm Beach County c/o Parks & Recreation Department Attn: Administrative Support Manager 2700 6th Ave. South Lake Worth, FL 33461	<p><small>CANCELLATION</small> SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PREFERRED GOVERNMENTAL INSURANCE TRUST WILL SEND A NOTICE TO MAIL AT 30 DAYS WRITTEN NOTICE OR 10 DAYS SHORTER NOTICE FROM A MEMBER OF SERVICE TO THE CERTIFICATE HOLDER BY MAIL. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPROVE NO DELEGATION OF LIABILITY OF ANY KIND UPON THE ORIGINAL ITS AGENT OR REPRESENTATIVE</p> <p style="text-align: center; font-size: 1.2em;"><i>Michael Schaeff</i></p> <p><small>AUTHORIZED REPRESENTATIVE</small></p>	
<small>PCIV-CERT (06-05) PRINT FORM</small>		<small>10/10/2007</small>