Agenda Item #: 3.M.8.

#### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

#### AGENDA ITEM SUMMARY

Meeting Date:	December 2, 2008	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Department	<u>t</u>	
Submitted For	: Parks and Recreation Departmen	<u>t</u>	
	I. EXECUTIVE	BRIFF	

Motion and Title: Staff recommends motion to approve: Agreement with Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc. for the period December 2, 2008, through March 31, 2009, in an amount not-to-exceed \$5,000 for funding the creation and distribution of a recreational and cultural amenities map.

Summary: This funding is to offset costs incurred by Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc. (LORE) to develop and distribute a map that highlights recreational and cultural amenities in the Lake Okeechobee region. The map will be viewed by the local population and by approximately 100,000 people from outside of the area. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 1, 2008. Funding is from Recreation Assistance Program (RAP) District 6 Funds. District 6 (DW)

Background and Justification: LORE's mission is to promote high quality economic development in the Lake Okeechobee region of Palm Beach County that will result in greater economic opportunity for residents as well as current and potential businesses. The recreational and cultural amenities map created by LORE will highlight and emphasize locations of recreational and cultural opportunities in the Lake Okeechobee region. The map is anticipated to attract visitors to the Lake Okeechobee region and to assist Palm Beach County residents who are seeking cultural and recreational opportunities.

The total cost of the map is anticipated to be approximately \$100,000 for contractual and other miscellaneous expenses for the creation and distribution of the map. The \$5,000 from District 6 RAP funding will help offset costs for the map. The Agreement has been executed on behalf of Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreer	nent	
Recommended by:	Department Director	Date
Approved by:	Assistant County Administrator	11/24/08 Date

### **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of	f Fiscal Impact	<b>t:</b>			
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	5,000 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	<u>5,000</u>	0	0-	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.:		<b>Department</b>		<u>906</u>	
B. Recommended Source	es of Funds/S	ummary of Fi	scal Impact:		
FUND: Park Improve UNIT: RAP/District 6		creation Assis	tance Program		
3600-583-R906-186	-8201	\$5,000	,	,	
C. Departmental Fiscal I	Review:	ckope	lakis		
	III. RI	EVIEW COMM	ENTS	•	
A. OFMB Fiscal and/or Comb State of the County Attornation of the Coun	19.08 CN   13   08 SW   1		This Contract co	ment and Cout	1))/9/08 108

REVISED 10/95

ADM FORM 01

Department Director

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# AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANCE OF PALM BEACH COUNTY, INC. FOR CREATION AND DISTRIBUTION OF A RECREATIONAL AND CULTURAL AMENITIES MAP

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 Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "L.O.R.E".

#### WITNESSETH:

WHEREAS, L.O.R.E. is a not-for-profit organization whose mission is to promote high quality economic development in the Lake Okeechobee region of Palm Beach County resulting in greater economic opportunity for residents and current and potential businesses; and

WHEREAS, L.O.R.E. is creating a Recreational and Cultural Amenities Map (The "Map") that will be distributed and viewed by the local population and by approximately one hundred thousand (100,000) people from outside of the area; and

WHEREAS, the Map will highlight and emphasize locations of recreational and cultural opportunities in the Lake Okeechobee region; and

WHEREAS, the Map is anticipated to attract visitors to the Lake Okeechobee region of Palm Beach County and to assist Palm Beach County residents who are seeking cultural and recreational amenities; and

WHEREAS, the total cost of developing the Map is anticipated to be approximately \$100,000 for contractual and other miscellaneous expenses for creation and distribution of the Map; and

WHEREAS, L.O.R.E. has requested that County provide \$5,000 to offset expenses for the creation and distribution of the Map; and

WHEREAS, funding in an amount not-to-exceed \$5,000 for the Map project is available from the Recreation Assistance Program (RAP) District 6; and

WHEREAS, community informational and promotional materials relating to recreational and cultural facilities are deemed 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 L.O.R.E. for creation and distribution of the Map, as well as contractual and other miscellaneous expenses, 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 L.O.R.E. 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 L.O.R.E. Said information shall list each invoice paid by L.O.R.E. and shall include the vendor invoice number; invoice date; and the amount paid by L.O.R.E. along with the number and date of the respective check or proof of payment for said payment. L.O.R.E. shall attach a copy of each vendor invoice paid by L.O.R.E. 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, L.O.R.E.'s Program Administrator and Project Financial Officer shall certify the total funds spent by L.O.R.E. on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by L.O.R.E. and approved by L.O.R.E. as indicated.
- 3. L.O.R.E. incurred expenses for the Project beginning on October 1, 2008. Those costs incurred by L.O.R.E. for the Project, approved and submitted accordingly by L.O.R.E. subsequent to October 1, 2008, 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 L.O.R.E. 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. L.O.R.E. warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. L.O.R.E. 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, gender identity, or expression.
- 7. L.O.R.E. shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until March 31, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event L.O.R.E. is in default of its obligations under this Agreement, the County shall provide L.O.R.E. thirty (30) days written notice to cure the default. In the event L.O.R.E. 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 L.O.R.E. for the Project deemed to be in default and L.O.R.E. shall return any County RAP funds already collected by L.O.R.E. for that Project.
- 10. 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.
- 11. L.O.R.E. shall complete the Project by December 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2008, through December 31, 2008. L.O.R.E. 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, 2009. Upon written notification to County at least ninety (90) days prior to that date L.O.R.E. may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny L.O.R.E.'s request for said extension.

- 12. In the event L.O.R.E. 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 L.O.R.E.. The determination that L.O.R.E. has ceased or suspended the Project shall be made by County and L.O.R.E. agrees to be bound by County's determination.
- 13. L.O.R.E. 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 L.O.R.E.. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
- 14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit 'A'.
- 15. It is understood and agreed that L.O.R.E. 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, L.O.R.E. 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 L.O.R.E., 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 L.O.R.E. is eligible to receive reimbursement from the County.

16. L.O.R.E. shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. L.O.R.E. shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by L.O.R.E. are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by L.O.R.E. under this Agreement.

Commercial General Liability. L.O.R.E. shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. L.O.R.E. shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. L.O.R.E. shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. L.O.R.E. shall provide this coverage on a primary basis.

Additional Insured. L.O.R.E. shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." L.O.R.E. shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. L.O.R.E. hereby waives any and all rights of

Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then L.O.R.E. shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should L.O.R.E. enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, L.O.R.E. shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. 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.

**Right to Review**. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

- 17. Upon request by County, L.O.R.E. shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. L.O.R.E. 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 L.O.R.E., County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and L.O.R.E. 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.

20. 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.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, L.O.R.E. 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.

22. 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.

23. 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 L.O.R.E.:

County Attorney

President

Lake Okeechobee Regional Economic Alliance of Palm Beach County, Inc. 540 South Main Street Belle Glade, FL 33430

24. 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.

PALM BEACH COUNTY, FLORIDA, BY ITS ATTEST: SHARON R. BOCK, Clerk & **BOARD OF COUNTY COMMISSIONERS** Comptroller **Deputy Clerk** Chair LAKE OKEECHOBEE REGIONAL **ECONOMIC ALLIANCE OF PALM BEACH** COUNTY, INC. EIN Number: 205895168 brina Drayton Name (Type or Print) APPROVED AS TO TERMS AND APPROVED AS TO FORM AND **CONDITIONS LEGAL SUFFICIENCY** Dennis L. Eshleman, Director

Parks and Recreation Department

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

Name of Agency: Lake Okeechobeen Regional Economic Alliance of Palm

Beach County, Inc. (L.O.R.E.)

Mailing Address: 540 South Main Street, Belle Glade, FL 33430

Federal Employer Identification Number: 205895168

Name of President: Ashley T. Tripp

Name of Executive Director: N/A Project Liaison Information: N/A Name: Ashley T. Tripp

Telephone #: (561) 261-9751

Fax #: (561)996-1811

e-mail: trippat @ bellsouth.net

#### Purpose/Mission of Agency:

To promote high quality economic development in the Lake Okeechobee region of Palm Beach County resulting in greater economic opportunity for residents and current and potential businesses.

**PROJECT INFORMATION** 

- Name of Project: Creation of Recreational and Cultural Amenities Map 1.
- 2. **Project Description** 
  - General (Project Scope): Creation of Recreational and cultural amenities map that will highlight and emphasize locations of recreational and cultural opportunities in the Lake region.
  - Public Purpose: Attract visitors to the LAke Okeechobee
  - of Palm Beach County and provide local residente te: December 2008 with locations and information about cultural / Mc Creational Location and Date: December 2008 facilities.
  - Anticipated Number of Participants/Users: 100,000
- Project Elements: List anticipated broad categories of Expenditure Items 3. such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Printing, Contractual Costs and other miscellaneous

- 4. Estimated Lump Sum Total for Project: \$ 5,000.00
- 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). Notable 132008 to December 2008

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 Attachment:	
	Certificate of Insurance	 Χ

Amount of Recreation Assistance Program Funding awarded

\$ 5,000

District 6

(filled in by County)



## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

## CONTRACT PAYMENT REQUEST

Date

Grantee:		Project Name:		
Submission #:		Reimbursement Period: _		
Item	<u>Key</u>	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	(1)		***************************************	
TOTAL PROJECT COSTS		- CONTRACTOR OF THE STATE OF TH		
C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pure E = Equipment T = Travel I = Indirect Costs	chases			
Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.	as	Certification: I hereby cer been maintained as required expenses reported above request.	red to support the projec	t
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 Disburse	ed	\$	· · · · · · · · · · · · · · · · · · ·	
County Funds Due this Billing		\$		
Reviewed and Approved By: _			D.P.	
	PBC Pro	oject Administrator	Date	
	Departm	nent Director	Date	



Key Legend
C = Contractual Services
S = Salary & Wages

CORIDA	S = Salary & V M = Materials, E = Equipmen T = Travel I = Indirect C	t	irect Purchases	CONTRA	ACTUAL SERVICES F	PURCHASE SCHE	EDULE	
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	Submittal #:		·		Contr	act Reimburseme	ent Period:	
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Administra	tor	•	Date					Date

**PALM BEACH COUNTY** 

PARKS AND RECREATION DEPARTMENT

ACORD. CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY) 05/14/2008		
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	CARPENTER INSURANCE	, INC	I ONLY AND	CONFERS NO	RIGHTS UPON	N THE C	ERITIOATE		
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GREGAT	TE LIMITS SHOWN MAY HAVE BEE	N REDUCED BY PAID CLAIMS.	IBOLICY CERCOTIVE	POLICY EXPIRATION					
NERD_	TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)		LIMITS	0 000 000		
G	ENERAL LIABILITY	NC641043	03/29/2008	03/29/2009	EACH OCCURRENCE	\$	2,000,000		
13	COMMERCIAL GENERAL LIABILITY	1			DAMAGE TO RENTED PREMISES (Ea occurre	nce) \$	100,000		
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	Lake Worth 5 (2001/08)	FL 33461-		-##.	- STILLING	400000	ORPORATION 1		



September 5, 2008

Susan Yinger
Palm Beach County
Department of Parks and Recreation
2700 6<sup>th</sup> Avenue South
Lake Worth, FL 33461

RE: Palm Beach County Recreation Assistance Program

Funding for the Recreational Amenity Map Project

Dear Ms. Yinger:

LORE is grateful for the County helping us with promoting our area through this map project. We believe this will greatly assist us with attracting visitors to our area and in turn strengthen our local economy. Enclosed you will find the project information form needed to prepare the agreement along with our certificate of liability insurance. Please note that we do not employ anyone and therefore are exempt from worker's compensation insurance. If there is anything else you need to complete the agreement process feel free to contact me.

Sincerely,

Ashley T Tripp

President

540 South Main Street
Belle Glade, FL 33430
PH: (561) 996-2745 FAX: (561) 996-2252
www.LOREalliance.org