

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: June 16, 2009

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 Town of Lantana for the period June 16, 2009, through October 31, 2009, in an amount not-to-exceed \$14,000 for operational costs for the Lantana Sports Complex.

**Summary:** This funding is to offset the cost of operational expenses for baseball fields at the Lantana Sports Complex. The baseball fields serve approximately 960 users on a regular basis. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to April 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. District 7 (AH)

**Background and Justification:** The Town of Lantana owns and operates the Lantana Sports Complex located at 1251 West Lantana Road. The Town provides lighting and maintenance to allow for youth to utilize the Lantana Sports Complex baseball fields after sundown. The Town is in need of assistance for operational costs for lighting and maintenance of the fields and has requested funding assistance to help offset the operational costs.


The amount needed by the Town of Lantana for operational costs for lighting and maintenance of the baseball fields at the Lantana Sports Complex is \$14,000. The \$14,000 from District 3 RAP funding will offset these costs. The Agreement has been executed on behalf of the Town of Lantana, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

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Recommended by:   
Department Director

5/20/09  
Date

Approved by:   
Assistant County Administrator

6/4/09  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>14,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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>	<u><b>14,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

Is Item Included in Current Budget? Yes X No         
 Budget Account No.: Fund 3600 Department 583 Unit R913  
 Object 8101 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program  
 UNIT: RAP/Transportation Improvement Fund-District 3

Contributions Othr Govtl Agency                      3600-583-R913-002-8101                      \$14,000

**C. Departmental Fiscal Review:**                     chopelakis

**III. REVIEW COMMENTS**

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

                    mdj  
 OFMB 8/28/09 dl 05/26/09 CN 5/20/09

                    [Signature] 6/12/09  
 Contract Development and Control

**B. Legal Sufficiency:**

**This Contract complies with our contract review requirements.**

                    Anne Helgert 6/2/09  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LANTANA  
FOR OPERATIONAL COSTS FOR THE LANTANA SPORTS COMPLEX**

**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 Lantana, a Florida Municipal Corporation, hereinafter referred to as "Lantana".

**WITNESSETH:**

**WHEREAS**, Lantana owns and operates the Lantana Sports Complex located at 1251 West Lantana Road in the Town of Lantana; and

**WHEREAS**, Lantana provides lighting and maintenance to allow for youth to utilize the Lantana Sports Complex baseball fields after sundown; and

**WHEREAS**, the fields serve approximately nine hundred and sixty (960) users on a regular basis; and

**WHEREAS**, Lantana is in need of assistance for operational costs for lighting and maintenance of the Lantana Sports Complex baseball fields; and

**WHEREAS**, Lantana has requested from County an amount not-to-exceed \$14,000 to offset operational costs for lighting and maintenance of the Lantana Sports Complex baseball fields; and

**WHEREAS**, County desires to provide funding to offset the operational costs for lighting and maintenance of the Lantana Sports Complex baseball fields in the amount of \$14,000; and

**WHEREAS**, funding for the Lantana Sports Complex baseball fields in an amount not-to-exceed \$14,000 is available from the Recreation Assistance Program (RAP) District 3; and

**WHEREAS**, lighted baseball fields for youth 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 \$14,000 to Lantana for operational costs for lighting and maintenance of the Lantana Sports Complex 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 Lantana 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 Lantana. Said information shall list each invoice paid by Lantana and shall include the vendor invoice number; invoice date; and the amount paid by Lantana along with the number and date of the respective check or proof of payment for said payment. Lantana shall attach a copy of each vendor invoice paid by Lantana 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, Lantana's Program Administrator and Project Financial Officer shall certify the total funds spent by Lantana on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lantana and approved by Lantana as indicated.

3. Lantana is incurring expenses for the Project beginning on April 1, 2009. Those costs incurred by Lantana for the Project, approved and submitted accordingly by Lantana subsequent to April 1, 2009, 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 Lantana 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. Lantana agrees, warrants, and represents that all of the employees and participants in the Project were 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, sexual orientation, gender identity, or expression.

6. Lantana shall be responsible for all costs of operation and maintenance of the

Project.

7. The term of this Agreement shall be until September October 31, 2009, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Lantana is in default of its obligations under this Agreement, the County shall provide Lantana thirty (30) days written notice to cure the default. In the event Lantana 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 Lantana for the Project deemed to be in default and Lantana shall return any County RAP funds already collected by Lantana 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. Lantana shall complete the Project by July 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2009 through July 31, 2009. Lantana shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Lantana may request an extension beyond this period for the purpose of completing the Project.

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

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

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

Lantana 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, Lantana 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, Lantana, FL 33461, Attention: Administrative Support Manager.

Compliance with the foregoing requirements shall not relieve Lantana of its liability and obligations under this Agreement.

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

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

17. The County and Lantana 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, Lantana 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 agreement, written or oral, relating to this Agreement. This 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 Lantana:

Town Manager  
Town of Lantana  
500 Greynolds Circle  
Lantana, FL 33462

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**

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

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

By: \_\_\_\_\_  
Commissioner John F. Koons, Chairman

**ATTEST:**  
By: *Crystal D. Gibson*

**TOWN OF LANTANA**  
By: *Daryl Steel*  
Mayor

**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 Municipality: Town of Lantana  
Mailing Address: 500 Greynolds Circle, Lantana, FL 33462  
Name of Mayor: Mr. David Stewart  
Name of City Manager: Mr. Michael Bornstein  
Project Liaison Information:

Name: Frank Patterson  
Telephone #: (561) 718-3010  
Fax #: (561) 540-5759  
e-mail: fpatterson@lantana.org

**PROJECT INFORMATION**

1. Name of Project: Lantana Sports Complex Operational Expenses
2. Project Description
  - General (Project Scope): Assist the Town of Lantana in lighting and maintenance costs for the Sports Complex for after hour sporting events.
  - Public Purpose: Allow kids to play baseball after sun down.
  - Location: Lantana Sports Complex. 1251 W. Lantana Road, Lantana, Florida, 33462
  - Anticipated Number of Participants/Users: 960
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. Operation costs (lighting, maintenance of fields and worker).
4. Estimated Lump Sum Total for Project: \$ 14,000.00
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). 4/01/09 to 7/09

4/01/09                      7/31/09

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   X  

7. Amount of Recreation Assistance Program Funding awarded \$ 14,000  
District 3  
(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



**CERTIFICATE OF COVERAGE**

ISSUED ON: 3/26/2009

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PKMFL1 0502014 08-07

COVERAGE PERIOD: 7/1/2008 TO 10/1/2009 12:01 AM

**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 subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
 Palm Beach County  
 Dept of Parks and Recreation  
 2700 6th Ave S  
 Lake Worth, FL 33461

*Designated Member*  
**Town of Lantana**  
 500 Greynolds Circle  
 Lantana, FL 33462

**LIABILITY COVERAGE**  
 **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$1,000,000 / \$3,000,000      \$2,500 Deductible  
 **Public Officials Liability**  
 Limit \$1,000,000      \$25,000 Deductible  
 **Employment Practices Liability**  
 Limit \$1,000,000      \$25,000 Deductible  
 **Employee Benefits Liability**  
 Limit \$1,000,000 / \$3,000,000  
 **Law Enforcement Liability**  
 Limit \$1,000,000      \$25,000 Deductible

**WORKERS' COMPENSATION COVERAGE**  
 WC AGREEMENT NUMBER:  
  
 Self Insured Workers' Compensation  
  
 Statutory Workers' Compensation  
  
 Employers Liability  
 Each Accident  
 By Disease  
 Aggregate Disease

**PROPERTY COVERAGE**  
 **Buildings & Personal Property**  
 Per schedule on file with      \$10,000 Deductible  
 Trust Limit  
*Note: See coverage agreement for details on wind, flood, and other deductibles.*  
 **Rented, Borrowed and Leased Equipment**  
 Limit \$50,000 TIV      See Schedule for Deductible  
 **All other Inland Marine**  
 Limit \$678,032 TIV      See Schedule for Deductible

**AUTOMOBILE COVERAGE**  
**Automobile Liability**  
 Limit \$1,000,000      \$1,000 Deductible  
 All Owned  
    Specifically Described Autos  
 Hired Autos  
 Non-Owned Autos  
  
**Automobile Physical Damage**  
 Comprehensive See Schedule for Deductible  
 Collision See Schedule for Deductible  
 Hired Auto with limit of \$35,000

**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 claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/ Locations/ Vehicles/Special items:

Evidence of Insurance

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

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.

Administrator  
**Public Risk Underwriters®**  
 P.O. Box 958455  
 Lake Mary, FL 32795-8455

**CANCELLATIONS**  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Producer  
**Wells Fargo Ins Services Southeast, Inc**  
 2054 Vista Parkway  
 Suite 400  
 West Palm Beach, FL 334112718

*Michael S. Schell*

AUTHORIZED REPRESENTATIVE