

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2009

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 Greenacres for the period August 18, 2009, through May 15, 2010, in an amount not-to-exceed \$20,000 for the Veterans Memorial and Greenacres Freedom Park ballfield lighting projects.

Summary: This funding is to help offset costs incurred by the City of Greenacres for lighting projects at Veterans Memorial and Greenacres Freedom parks. Approximately 33,600 people utilize these fields annually. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to June 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 2 Funds. District 2 (AH)

Background and Justification: The City of Greenacres is upgrading the baseball field lights at Veterans and Greenacres Freedom parks. New lighting controls are being installed to improve energy efficiency and increase staff efficiency by allowing lights to be programmed remotely, and in advance for precise hours of field use each day.

The lighting project is estimated to cost approximately \$20,750 for capital outlay costs for the lighting control equipment and installation. The \$20,000 from District 2 RAP funding will help offset most of the cost of these lighting improvements. The Agreement has been executed on behalf of the City of Greenacres, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

7/22/09
Date

Approved by: 
Assistant County Administrator

7/31/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>20,000</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>
NET FISCAL IMPACT	<u>20,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No _____
Budget Account No.: Fund 3600 Department 583 Unit R912
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 2

Contributions Othr Govtl Agency	3600-583-R912-002-8101	\$20,000
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C. Departmental Fiscal Review: _____ Chopelakis

III. REVIEW COMMENTS

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

Mel He 7/30/09
OFMB 7/30/09
CN 7/24/09

Jan J. Jacob 7/30/09
Contract Development and Control
7/30/09

B. Legal Sufficiency:

Anne Delgent 7/31/09
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF
GREENACRES FOR THE VETERANS MEMORIAL AND GREENACRES FREEDOM
PARK BALLFIELD LIGHTING PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Greenacres, a Florida Municipal Corporation, hereinafter referred to as "Greenacres."

W I T N E S S E T H:

WHEREAS, Greenacres owns and operates Veterans Memorial Park and Greenacres Freedom Park located within the city of Greenacres; and

WHEREAS, Veterans Park and Greenacres Freedom Park are in need of new lighting controls for their existing baseball field lights; and

WHEREAS, the new lighting controls will improve energy efficiency and increase staff efficiency by allowing lights to be programmed remotely and in advance for precise hours of field use each day; and

WHEREAS, approximately thirty three thousand six hundred (33,600) participants utilize the Veterans Park and Greenacres Freedom Park ballfields annually; and

WHEREAS, the lighting project is estimated to cost approximately \$20,750 for capital outlay costs for equipment and installation; and

WHEREAS, Greenacres has requested from County an amount not-to-exceed \$20,000 to help offset the cost of lighting improvements at Veterans and Greenacres Freedom parks; and

WHEREAS, County desires to provide funding for the lighting improvements at Veterans and Greenacres parks in an amount not-to-exceed \$20,000; and

WHEREAS, funding for the lighting improvements at Veterans and Greenacres parks in an amount not-to-exceed \$20,000 is available from the Recreation Assistance Program (RAP) District 2; and

WHEREAS, lighted athletic facilities 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 \$20,000 to Greenacres for the lighting improvements project at Veterans Park and Greenacres Freedom Park for capital outlay expenses for lighting equipment and installation, 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 Greenacres 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 Greenacres. Said information shall list each invoice paid by Greenacres and shall include the vendor invoice number; invoice date; and the amount paid by Greenacres along with the number and date of the respective check or proof of payment for said payment. Greenacres shall attach a copy of each vendor invoice paid by Greenacres 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, Greenacres' Program Administrator and Project Financial Officer shall certify the total funds spent by Greenacres on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Greenacres and approved by Greenacres as indicated.

3. Greenacres may incur expenses for the Project beginning on June 1, 2009. Those costs incurred by Greenacres for the Project, approved and submitted accordingly by Greenacres subsequent to June 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 Greenacres 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. Greenacres 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. Greenacres shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until August 19, 2019, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Greenacres is in default of its obligations under this Agreement, the County shall provide Greenacres thirty (30) days written notice to cure the default. In the event Greenacres 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 Greenacres for the Project deemed to be in default and Greenacres shall return any County RAP funds already collected by Greenacres 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. Greenacres shall complete the Project by February 15, 2010, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2009, through February 15, 2010. Greenacres shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before May 15, 2010. Upon written notification to County at least ninety (90) days prior to that date Greenacres may request an extension beyond this period for the purpose of completing the Project.

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

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

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

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

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

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

17. The County and Greenacres 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, Greenacres 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 Greenacres:

City Manager
City of Greenacres
5800 Melaleuca Lane
Greenacres, Florida 33463

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:

CITY OF GREENACRES

By: Sondra K. Hill
Sondra K. Hill, City Clerk

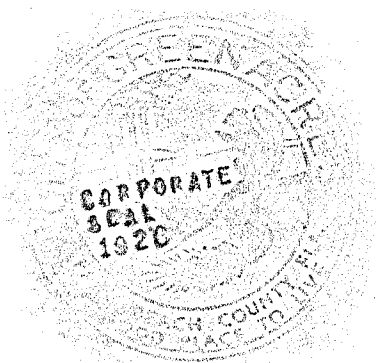
By: Samuel J. Ferreri *DEPUTY MAYOR*
Mayor Samuel J. Ferreri

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: City of Greenacres
Mailing Address: 5800 Melaleuca Lane, Greenacres FL 33463

Name of Mayor: Samuel J. Ferreri
Name of City Manager: Wadie Atallah

Project Liaison Information:

Name: Thomas J. Lanahan
Telephone #: 561-642-2054
Fax #: 561-642-2049
e-mail: tlanahan@ci.greenacres.fl.us

PROJECT INFORMATION

1. Name of Project: Veterans Memorial & Greenacres Freedom Park - Ballfield
2. Project Description: Lighting Project

• General (Project Scope):

Installation of new lighting controls for the existing baseball field lights at Veterans Memorial Park and Greenacres Freedom Park.

- Public Purpose: Improve energy and staff time efficiency by allowing lights to be programmed remotely and in advance for precise hours of field use each day. Programming of lights can also be changed rapidly to respond to user needs.
- Location: Veterans Park: 6250 Purdy Lane, Greenacres, FL 33463
Greenacres Freedom Park: 2400 Pinehurst Drive, Greenacres, FL 33463
- Anticipated Number of Participants/Users: 33,600 annually.

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.

Capital Outlay (Equipment and Installation)

4. Estimated Lump Sum Total for Project: \$ 20,750

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): Agreement + 60 days to Agreement + 120 days

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 \$ 20,000
District 2
(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



Key Legend
 C = Contractual Services
 S = Salary & Wages
 M = Materials, Supplies, Direct Purchases
 E = Equipment
 T = Travel
 I = Indirect Costs

**PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

Submittal #: _____

_____ Date

Project Name: _____

Contract Reimbursement Period: _____

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

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

 Administrator Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

 Date

CERTIFICATE OF COVERAGE

Certificate Holder

 ATTN SUSAN YINGER
 PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 2700 6th AVENUE SOUTH
 LAKE WORTH FL 33461

Administrator Issue Date 5/29/09

 Florida League of Cities, Inc.
 Public Risk Services
 P.O. Box 530065
 Orlando, Florida 32853-0065

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.

COVERAGES PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**
 AGREEMENT NUMBER: FMIT 0219 COVERAGE PERIOD: FROM 10/1/08 COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury

Errors and Omissions Liability

Supplemental Employment Practice

Employee Benefits Program Administration Liability

Medical Attendants'/Medical Directors' Malpractice Liability

Broad Form Property Damage

Law Enforcement Liability

Underground, Explosion & Collapse Hazard

Limits of Liability
 * Combined Single Limit

Deductible N/A

Automobile Liability

All owned Autos (Private Passenger)

All owned Autos (Other than Private Passenger)

Hired Autos

Non-Owned Autos

Limits of Liability
 \$100,000 Each Person/\$200,000 Each Occurrence

Deductible N/A

TYPE OF COVERAGE - PROPERTY

Buildings Miscellaneous

Basic Form Inland Marine

Special Form Electronic Data Processing

Personal Property Bond

Basic Form

Special Form

Agreed Amount

Deductible N/A

Coinsurance N/A

Blanket

Specific

Replacement Cost

Actual Cash Value

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

Statutory Workers' Compensation

Employers Liability \$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate By Disease

Deductible N/A

Automobile/Equipment - Deductible

Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A - Miscellaneous Equipment

Other
 *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 for General Liability only to \$500,000 (combined single limit) 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

RE: Recreation Assistance Program (RAP) Grant Agreement for lighting controls at Freedom Park and Veterans Memorial Park.

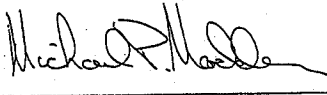
Re: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

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.

DESIGNATED MEMBER

CITY OF GREENACRES
 5985 10TH AVENUE NORTH
 GREENACRES FL 33463 2399

CANCELLATIONS
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE 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.



 AUTHORIZED REPRESENTATIVE