

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 [X] Consent [] Regular
[] Ordinance [] 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:

A) Agreement with Okeeheelee BMX Parents Council, Inc. in an amount not to exceed \$90,000, for funding of replacement sports lighting at the bicycle moto-cross facility at Okeeheelee Park; and

B) Budget transfer of \$90,000 within the Park Improvement Fund to Okeeheelee BMX Parents Council, Inc.

Summary: The Okeeheelee BMX Parents Council, Inc. (OBPC) has been operating and maintaining the 3.78 acre bicycle moto-cross (BMX) facility in Okeeheelee Park since 1993. This allocation provides funding to OBPC for replacement of the sports lighting surrounding the BMX track. The sports lighting was installed in the late 1980s and is in need of replacement. While the OBPC is responsible for routine maintenance and repair and any alterations to the leased premises, capital replacement has typically belonged to the County. The OBPC is willing to manage the sports lighting replacement project, but has asked the County to assist financially. The OBPC has operated and satisfactorily maintained the BMX facility for the benefit of the public at no cost to the County for over 25 years. Through the existing Lease Agreement, the County and the OBPC have worked together to create the top BMX track in Florida, and one of the top 5 BMX tracks in the United States. Over the years, the OBPC has worked closely with Parks and Recreation and the Palm Beach County Sports Commission to host numerous State and National BMX Championships, providing a significant economic boost through sports tourism. Based on their successful record and the benefits they provide our community, staff recommends the Board approve this Agreement to provide funding to OBPC for the replacement of the BMX facility sports lighting, in an amount not to exceed \$90,000. Funding is from the Park Improvement Fund. District 3 (AH)

Background and Justification: On November 19, 1987 the Board approved a five (5) year Lease Agreement (R87-1811) with the National Pedal Sports Association, District III Parents Council for Bicycle Moto-Cross for a 3.78 acre parcel at Okeeheelee Park for what is now referred to as the Okeeheelee BMX facility. Pursuant to the Agreement, improvements were made to the leased premises, which included a BMX track, security fence, lighting, and other permanent structures as permitted. In 1990, National Pedal Sports Association, District III Bicycle Moto-Cross was dissolved and another non-profit corporation, the Okeeheelee BMX Parents Council, Inc., (OBPC) took over their duties and responsibilities pursuant to the Lease Agreement. In 1993, the County entered into a new Lease Agreement (R93-847D), with OBPC for a term of five (5) years with subsequent Agreements and Amendments R98-1015D, R2008-1179, R2013-0875 and finally R2018-0857 that will expire July 20, 2023. This long standing association has been advantageous to all parties and thus the proposal for funding the replacement of the sports lighting for an amount not to exceed \$90,000. This lighting will improve rider and participant safety at the track. The improvements will help to ensure that the BMX track remains one of the top BMX tracks in the Nation serving the needs of local riders and attracting riders from all over the nation.

- Attachments:**
- 1. Letter from OBPC
 - 2. Agreement with OBPC
 - 3. Budget Transfer

Recommended by:  3/27/20
Department Director Date

Approved by:  4/10/2020
Assistant County Administrator Date

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 581 030520*1084

FUND 3600 - Park Improvement

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 03/05/20	REMAINING BALANCE
General Park Repair and Renovation FY20								
3600-581-P868-4611	Rep/Renova-Parks & Recreation	2,620,000	2,620,000		90,000	2,530,000	763,882	1,766,118
Okeehelée BMX Parents Council Inc Sports Lighting								
3600-581-P879-8201	Contributions Non-Governmental Agencies	0	0	90,000		90,000	0	90,000
TOTAL				90,000	90,000			


Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date



3/23/20

By Board of County Commissioners
At Meeting of
April 21, 2020
Deputy Clerk to the Court



JENNIFER KRAATZ

President

Okeeheelee BMX
7715 Forest Hill Blvd
West Palm Beach, FL 33435
352-427-4560
Info@okeeheeleebm.com

10 February 2020

Eric Call

Director, Parks and Recreation
2700 6th Avenue South
Lake Worth, Florida 33461

Dear Mr Call,

Okeeheelee BMX is proud to provide West Palm Beach with world class competitive BMX racing to our entire community. We are currently ranked #4 out of 300 BMX tracks in the United States. Our mission is to grow BMX racing athletes and attract new racing talent through training opportunities that will promote excellence in athleticism, leadership, skill and speed.

The current track lighting has become a safety issue along with limiting the hours of operation during the winter and early spring becomes dark sooner. The shadows and substandard lighting decreases visibility and is a hazardous condition to ride and race in. Furthermore, the 30 year old lighting technology is extremely energy inefficient.

Additionally, raising the quality of BMX track lighting will draw people from surrounding communities in addition to boosting local participation. Improving the quality of our lights could also appeal to international professional riders and our ability to host larger events which bring riders in from all over North America.

The cost of the sports lighting exceeds the amount of funds we raise putting on training programs and local racing.

We sincerely appreciate the County Commissioners considering supporting our goals of raising the bar in BMX Racing as well as

excellence in Sports Lighting for our growing athletic programs.

Sincerely,

Jennifer Kraatz
President Okeeheelee BMX

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
OKEEHHEELER BMX PARENTS COUNCIL, INC.**

THIS AGREEMENT is made and entered into on the ____ day of _____ 2020, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY") and the OKEEHHEELER BMX PARENTS COUNCIL, INC, a Florida not-for-profit corporation (hereinafter referred to as "OBPC")

WITNESSETH:

WHEREAS, the COUNTY is the owner of certain real property in Palm Beach County, Florida, commonly known as Okeehheeler Park; and

WHEREAS, in 1993 the COUNTY entered into a five (5) year Lease Agreement (R93-847D) with OBPC to operate the approximately 3.78 acre bicycle moto-cross facility in the southwest corner of Okeehheeler Park (the "Site"); and

WHEREAS, on July 21, 1998, the COUNTY extended the Lease Agreement (R98-1015D) with OBPC for five (5) additional years with one (1) five (5) year renewal option; and

WHEREAS, on July 8, 2008, the COUNTY and OBPC extended the Lease Agreement (R2008-1179) for an additional five years with two (2) five (5) year renewal options; and

WHEREAS, on July 16, 2013, the COUNTY and OBPC exercised its first extension option and extended the Lease Agreement (R2013-0875) for an additional five (5) years; and

WHEREAS, on June 5, 2018, the COUNTY and OBPC exercised its second renewal option and extends the Lease Agreement (R2018-0857) to July 20, 2023; and

WHEREAS, OBPC desires to replace sports lighting and associated infrastructure at the Site, hereinafter referred to as "Project"; and

WHEREAS, OBPC has requested that the COUNTY financially participate in said Project; and

WHEREAS, the COUNTY agrees to provide funding to OBPC for the Project in an amount not-to-exceed \$90,000; and

WHEREAS, the COUNTY and OBPC have a shared interest in maintaining safe community focused recreational opportunities; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein contained, the parties hereby agree to as follows:

Article I. GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein by reference.

Section 1.02 COUNTY will pay to OBPC a total amount not-to-exceed \$90,000 for the Project as more fully described in the Project Description and Cost Estimate attached hereto and made part hereof as Exhibit "A".

Section 1.03

The COUNTY's representative during the performance of this Agreement shall be the Director of the Special Facilities Division, Palm Beach County Parks and Recreation Department, telephone number (561) 966-6626, e-mail PCConnell@pbcgov.org.

OBPC's representative during the performance of this Agreement shall be Jennifer Kraatz, President, telephone number (352) 427-4560, e-mail info@okeeheeleeemx.com.

Section 1.04 OBPC shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by OBPC with regard to the Project. Any dispute, claim, or liability that may arise as a result of OBPC's procurement is solely the responsibility of OBPC and OBPC hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

Section 1.05 The term of this Agreement shall be for a period of two (2) years commencing upon the date of execution of this Agreement by the parties hereto.

Article II. DESIGN AND CONSTRUCTION

Section 2.01 OBPC shall be responsible for the design and construction of the Project. OBPC shall design and construct the Project generally in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. OBPC agrees to meet design and construction milestones in Article 2 and to complete the Project within eighteen (18) months from the date of execution of this Agreement by the parties hereto.

Section 2.02 OBPC shall complete the design, engineering, and permitting for the Project no later than six (6) months from the date of execution of this Agreement by the parties hereto. Said process shall include initiating its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project. OBPC shall provide a copy of the engineer's and/or architect's design programming phase documents to COUNTY's Representative or Designee for review. COUNTY's Representative shall review said programming design phase documents to ensure consistency with the intent of this Agreement.

Section 2.03 OBPC shall award the contract for construction of the Project and commence Project construction no later than nine (9) months from the date of execution of this Agreement by the parties hereto. The Parks and Recreation Department Director may extend the construction start date upon receiving a written request from OBPC at his sole discretion.

Section 2.04 Prior to OBPC commencing construction of the Project, OBPC shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Agreement.

Section 2.05 OBPC shall totally complete the Project within eighteen (18) months from the date of execution of this Agreement by the parties hereto.

Section 2.06 OBPC shall submit Monthly Project Status Reports to COUNTY's Representative on or before the 10th of each month during the design and construction of the Project. The Monthly Project Status Reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

Article III. FUNDING

Section 3.01 The total not-to-exceed amount as set forth in Section 1.02 hereinabove shall be paid by COUNTY to OBPC on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of OBPC. Should the total cost of the Project exceed the amount as projected by OBPC, OBPC shall appropriate and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to OBPC for the Project until OBPC has appropriated and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Agreement to OBPC on a monthly basis from the date of execution of this Agreement. For each requested payment, OBPC shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "B". Said forms shall include information listing each invoice as paid by OBPC and shall include the vendor invoice number; invoice date; and the amount paid by OBPC along with the number and date of the respective check or proof of payment for said payment. OBPC shall attach a copy of each vendor invoice paid by OBPC along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, OBPC shall certify the total funds spent by OBPC on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by OBPC as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to OBPC for the Project until OBPC completes the Project and provides COUNTY with a Project Completion Certification as determined by COUNTY, and COUNTY receives and approves all documentation as required in accordance with this Agreement. COUNTY's Representative or Designee shall visit the Project site to verify and approve said final reimbursement. The Parks and Recreation Department Director may extend the permitting period upon receiving a written request from OBPC at his sole discretion.

Section 3.04 OBPC shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of a Project Completion Certification to COUNTY.

Article IV. OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the property of the COUNTY. COUNTY shall not be required to pay OBPC any additional funds for any other capital improvement required by or of OBPC.

Section 4.02 OBPC hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. OBPC shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 OBPC shall operate and maintain the Project for its intended use as per Lease Agreement R98-1015D, as may be amended. OBPC shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. OBPC may not assign this Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to OBPC for the purpose set forth hereinabove. In the event OBPC transfers ownership of the Project to a party or parties not now a part of this Agreement, COUNTY retains the right to reimbursement from OBPC for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should OBPC transfer management of the Project to a party or parties not now a part of this Agreement, OBPC shall continue to be responsible for the liabilities and obligations as set forth herein. Further, OBPC shall not transfer management of the Project to a third party without the written consent of COUNTY.

Article V. NOTICES

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, to the party's representatives identified below, at the below cited address. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

As to COUNTY:

Director, Parks and Recreation Department
2700 6th Avenue South,
Lake Worth, Florida 33461

With a copy to:
County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

As to OBPC:

Okeeheelee BMX Parents Council, Inc.
7715 Forest Hill Blvd
West Palm Beach, FL 33415

Article VI. DEFAULT AND TERMINATION

Upon occurrence of one or more of the following events set forth below, COUNTY may find OBPC in non-compliance and shall use any and all rights and remedies to this Agreement as indicated in Article 7 for non-compliance by OBPC in the performance of any of the terms and conditions as set forth herein:

1. Failure to provide a copy of the engineer's and/or architect's programming phase documents to COUNTY's Representative or Designee for review no later than six (6) months from the date of execution of this Agreement.
2. Failure to award the bid for construction of the Project and commence Project construction no later than nine (9) months from the date of execution of this Agreement.
3. Failure to totally complete the Project within eighteen (18) months from the date of execution of this Agreement.
4. Failure in the performance of any of the material terms and conditions as set forth herein.

Article VII. REMEDIES

Section 7.01 In the event of any non-compliance by OBPC in the performance of any of the terms and conditions as set forth in Article 6 and if OBPC does not cure said non-compliance within thirty (30) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Agreement, either in whole or in part. These COUNTY remedies include, but are not limited to terminating the Agreement and requiring OBPC to reimburse any funds provided to OBPC pursuant to this Agreement, either in whole or in part, during the term of this Agreement.

Section 7.02 This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Article VIII. INDEMNIFICATION

OBPC and its agents, employees and contractors shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officials harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of OBPC's or its agents, employees or contractors performance of the terms of this Agreement or due to the acts or the omissions of OBPC or its agents, employees or contractors.

Article IX. NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the OBPC warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into the Agreement, the OBPC represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the OBPC shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach COUNTY. The OBPC understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OBPC shall include this language in its subcontracts.

Article X. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Article XI. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to perform under this Agreement is contingent upon appropriations for its purpose by the Board of COUNTY Commissioners.

Article XII. WAIVER OF BREACH

It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.

Article XIII. INDEPENDENT CONTRACTOR

OBPC is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All employees of OBPC engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the OBPC's sole direction, supervision, and control. OBPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects OBPC's relationship and the relationship of its employees to the COUNTY shall be that of an

Independent Contractor and not as employees or agents of the COUNTY.

OBPC does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Article XIV. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Article XV. ACCESS, AUDITS, AND INSPECTOR GENERAL

If applicable, should any portion of the payments made to OBPC include OBPC's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, OBPC will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at OBPC's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Article XVI. THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or OBPC.

Article XVII. ENTIRETY OF AGREEMENT

OBPC and the COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

Article XVIII. INSURANCE

Section 18.01 Insurance. OBPC shall maintain, at its sole expense, at all times during the term of this Agreement, the coverage and limits, including endorsements, described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by OBPC, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by OBPC under this

Agreement. OBPC agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. It shall be the responsibility of OBPC to notify COUNTY of any cancellation of coverage, and to provide proof of replacement coverage. Where not prohibited by the policy, all coverage and endorsements shall apply on a primary and non-contributory basis.

Section 18.02 Commercial General Liability. OBPC shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability.

Section 18.03 Workers' Compensation Insurance & Employer's Liability. OBPC shall maintain Workers' Compensation Insurance & Employer's Liability in accordance with Florida Statute Chapter 440.

Section 18.04 Additional Insured. OBPC shall endorse COUNTY as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."

Section 18.05 Property Insurance. OBPC shall, at its option, maintain property insurance in an amount not less than 100% of the total replacement cost of all of the OBPC's personal property and contents located on the premises. The COUNTY shall have no responsibility for loss or damage regardless of the cause to OBPC's property if insurance is not elected. Such personal property shall be on or about the premises at OBPC's own risk.

Section 18.06 Subcontractor's Insurance. Upon the leasing space to, or the subcontracting of any services, with a third party, OBPC shall require said third party to provide maintain at least the above-referenced insurance coverage and endorse the COUNTY and OBPC each as Additional Insureds. OBPC shall provide evidence of third-party's insurance to COUNTY within forty-eight (48) hours of COUNTY's request to do so.

Section 18.07 Waiver of Subrogation. OBPC agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit OBPC to enter into a pre-loss agreement to waive subrogation without an endorsement, then OBPC agrees 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should OBPC enter into such an agreement on a pre-loss basis.

Section 18.08 Certificate(s) of Insurance. Within forty-eight (48) hours of the COUNTY's request to do so, or upon expiration or cancellation of any required coverage, OBPC shall deliver to the COUNTY, unless otherwise specified, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall be issued to:

Palm Beach County
c/o Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

Section 18.09 Right to Review. COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage and endorsements. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

Article XIX. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, OBPC 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Article XX. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Contractor is specifically required to:

- a. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- b. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- d. Upon completion of the Contract the Contractor shall transfer, at no cost to the COUNTY, all public records in possession of the Contractor unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the Contractor transfers all public records to the COUNTY upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public

records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

The remainder of this page is intentionally left blank.

WHEREFORE, THE PARTIES have caused this Agreement to be executed by their authorized representatives on the date first written above.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

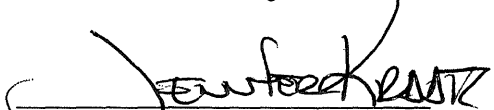
By: _____
County Attorney

By: 
Department Director

Tom Cross
Witness Name (Printed)

OKEEHOLEE BMX PARENTS
COUNCIL, INC:
By: 
Signature


Witness Name (Signed)


Printed Name, President OBPC

LIST OF EXHIBITS

- | | |
|-----------|--|
| EXHIBIT A | Project Description, Conceptual Site Plan, and Cost Estimate
(Provided by Agency) |
| EXHIBIT B | Contract Payment Request Form and
Contractual Services Purchase Schedule Form |

EXHIBIT A

PROJECT DESCRIPTION:

Project includes:

- Removal of existing light fixtures from existing poles
- Installation of new mounting hardware
- Installation of new LED sports lighting fixtures
- Installation of new wireless control system

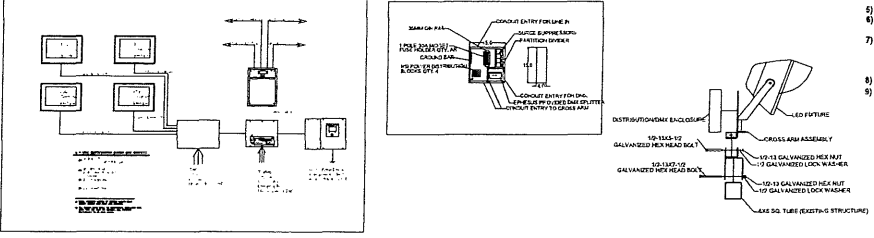
EXHIBIT A

CONCEPTUAL SITE PLAN:

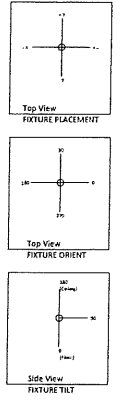
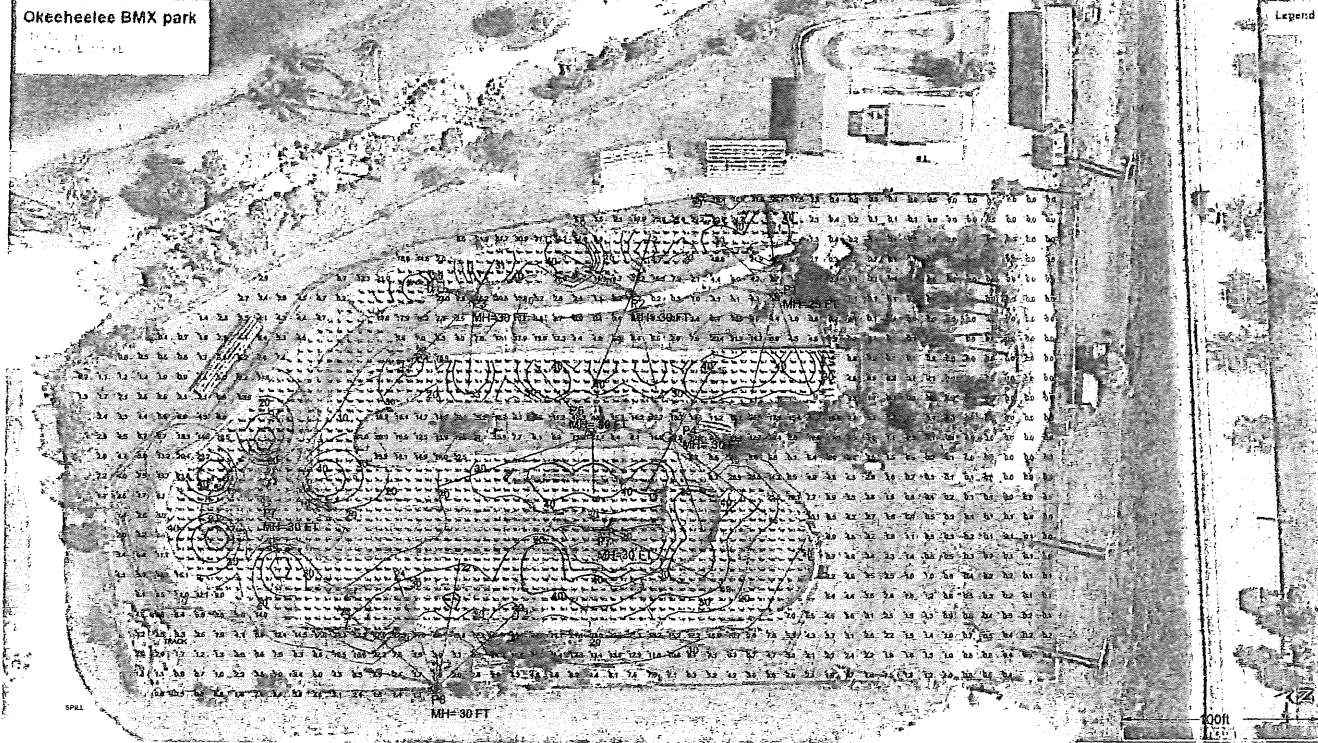
Lumid Label	X	Y	Z	Orient	HL	K-Angle	V-Angle
1	98	199	30	247.216	60	77.179	151.002
2	98	199	30	73.301	46	106.927	228.756
3	98	199	30	162.571	25	60.683	230.26
4	98	199	30	284.859	59	110.804	150.741
5	78	128	30	224.149	57	44.851	95.826
6	78	128	30	271.926	45	78.989	99.017
7	78	128	30	129.955	57	48.332	163.41
8	78	128	30	198.851	70	0.069	103.244
9	171	198	25	296.807	64	189.206	150.985
10	171	198	25	136.683	61	139.185	228.84
11	171	198	25	95.956	56	157.218	154.871
12	171	198	25	256.239	64	158.807	148.214
13	119	128	30	244.134	45	105.912	93.005
14	119	128	30	289.179	59	135.402	118.843
15	119	128	30	80.422	55	140.148	163.261
16	119	128	30	321.34	64	167.83	81.875
17	85	80	30	209.055	59	41.955	55.752
18	85	80	30	257.471	57	74.979	34.904
19	85	80	30	335.037	65	143.928	157.848
20	85	80	30	298.851	60	110.153	34.532
21	0	0	30	42.825	83	43.183	48.023
22	0	0	30	60.248	85	10.897	61.456
23	0	0	30	140.528	68	-49.663	40.898
24	0	0	30	110.953	65	-22.976	60.319
25	-87	94	30	20.726	55	-46.928	109.183
26	-87	94	30	195.323	54	-124.821	111.239
27	-87	94	30	291.91	60	-76.809	141.048
28	-87	94	30	62.437	57	-88.864	140.154
29	-87	94	30	216.897	57	-123.957	96.285
30	17	197	30	227.851	66	29.13	149.965
31	17	197	30	62.103	35	26.828	215.585
32	17	197	30	170.227	55	-25.285	203.904
33	17	197	30	267.455	57	14.848	159.88

Symbol	Qty	Label	Arrangement	Lum. Lumens	Total Lamp Lumens	LLF	Description	Filename
D	18	T3	SINGLE	94033	N.A.	0.950	ALL FIELD-550-CITIZEN-NEMA-3-EYE	All Field 550 Citizen NEMA 3 Eye
D	10	T4	SINGLE	54655	N.A.	0.950	ALL FIELD-550-CITIZEN-NEMA-4-EYE	All Field 550 Citizen NEMA 4 Eye
D	4	T5	SINGLE	50808	N.A.	0.950	ALL FIELD-550-CITIZEN-NEMA-4-EYE	All Field 550 Citizen NEMA 4 Eye

Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PHSpctL	PHSpctB
SPILL	Illuminance	Fc	5.84	46.7	0.0	N.A.	N.A.	readings taken at grade	10	10
TRACK	Illuminance	Fc	27.68	90.2	2.2	12.54	141.00	readings taken at grade	8	8



- NOTES:
- EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
 - CALCULATIONS DO NOT SHOW THE EFFECT OF SHADOWING CAUSED BY OBJECTS WITHIN THE AREA.
 - READINGS SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES TAKEN AS SHOWN IN NUMERIC SUMMARY.
 - FIXTURE ORIENTATION IS SUCH THAT 0 IS TO THE RIGHT OF THE DRAWING AND 90 IS TO THE TOP OF THE DRAWING AS SHOWN.
 - TIPT ANGLE IS THE RAISING AND LOWERING OF THE FIXTURE HEAD.
 - THE LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
 - CHECK GRAPHIC SCALE. DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY OCCUR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED TO-SCALE DRAWING IS PRINTED TO SCALE.
 - LUMINAIRE LUMENS + LUMENS LEAVING LUMINAIRE WITH EFFICIENCY CONSIDERED.
 - SATELLITE IMAGE USED FOR SITE PLAN. BECAUSE OF IMAGE QUALITY SCALE MUST BE CONFIRMED ON-SITE. REFER TO DIMENSION SHOWN ON SATELLITE IMAGE FOR VERIFICATION.



View_1Plan Rotated 0 Titled 0
Scale: 1 Inch= 30 Ft.

OGEO SPORTS LIGHTING

**OKEEHEELEE BMX PARK
PROPOSED LIGHTING LAYOUT
USING EXISTING POLE LOCATIONS**

DATE: 4/27/2019

DRAWN BY: J. JADIES
CHECKED BY: J. JADIES
DATE: 4/27/2019

PROJECT: OKEEHEELEE BMX PARK
PROJECT NO: 19-0118
DATE: 4/27/2019

Page 1 of 1

DATE: 4/27/2019

DRAWN BY: J. JADIES
CHECKED BY: J. JADIES
DATE: 4/27/2019

PROJECT: OKEEHEELEE BMX PARK
PROJECT NO: 19-0118
DATE: 4/27/2019

DATE: 4/27/2019

EXHIBIT A

COST ESTIMATE:

BUDGET ESTIMATE \$84,000.00



DATE: 07/19/2019

PROJECT: Okeeheelee BMX - OPTION A

LOCATION: West Palm Beach, FL

TO: Jennifer Kraatz

FIELD TYPE: BMX Track

LIGHT LEVEL REQUIREMENTS: 25 fc

EQUIPMENT/SERVICES:

- (33) Ephesus All Field 550 watt LED Sports Light Fixtures with Eyelids
- (8) Mounting Hardware Adapters
- (33) Retrofit Installation Kit
- (1) Air Mesh Wireless Control System

INSTALLATION:

****Materials Only****

Price above is for fixtures, control system and mounting hardware.

SYSTEM BENEFITS:

- Maintenance free, digital All Field LED Lighting System
- 50% superior light quality and uniformity over competitor LED and traditional metal halide/HPS lighting
- 50-85% energy savings over traditional metal halide fixtures
- 50% or more reduction of spill light
- Custom optic design for maximum reduction of glare perception
- 10-year parts warranty
- Guaranteed light levels and system energy consumption for entire warranty period
- LED equipment is DesignLights Consortium (DLC) listed for safety, quality and utility rebate eligibility
- Confidence in Eaton's trusted quality control — established industry experts for more than 100 years

NOTES:

Option A is designed to bring optimal light levels to the track.

I look forward to helping you determine the best lighting solution to meet your needs.
Please feel free to contact me at any time.

Lighting Specialist: Laurie Green

EMAIL: lauriegreen863@gmail.com

PHONE: (863) 287-1760



EXHIBIT B

CONTRACT PAYMENT REQUEST FORM AND
CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACT PAYMENT REQUEST**

EXHIBIT "B"

Date: _____

Grantee: _____

Project Name: _____

Submission #: _____

Reimbursement Period: _____

<u>Item</u>	<u>Key</u>	<u>Project Costs This Submission</u>	<u>Cumulative Project Costs</u>
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

CS = Consulting Services
C = Contractual Services
M = Materials, Supplies, Direct Purchases
E = Equipment, Furniture

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
 CS = Consulting Services
 C = Contractual Services
 M = Materials, Supplies, Direct Purchases
 E = Equipment, Furniture

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

EXHIBIT "B"

Grantee: _____ Date: _____
 Submittal #: _____ Project Name: _____
 Reimbursement Period: _____

Ln	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.

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.

 Administrator Date

 Financial Officer Date