#### Agenda Item #: 3.M.3.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date:	September 12, 2006	[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:** Agreement with Abundant Life Fellowship of the Palm Beaches, Inc. for the period September 12, 2006, through December 30, 2006, in an amount not-to-exceed \$5,000 for funding of the Abundant Life Fellowship Community Resource Center Project Exodus.

**Summary:** This funding is to help offset costs for Project Exodus, held in the Stonybrook Housing Complex in Riviera Beach, to provide services for low income participants including after school and summer camp programs for approximately 100 youth. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to June 5, 2006. Funding is from the Recreation Assistance Program (RAP). **District 7 (AH)** 

Background and Justification: Abundant Life Fellowship of the Palm Beaches, Inc. is a not-for-profit agency whose mission is to strengthen communities by improving the lives of children and families through services that support their intellectual, emotional, and financial well-being. Project Exodus services are offered to the 760 residents residing in the Stonybrook Housing Complex as well as to participants from outside of that community. Project Exodus activities include seminars, employment training, alcohol and substance abuse programs, budget and finance classes, tutoring for youth and adults, and youth after school and summer programs. The youth after school and summer camp programs serve approximately 100 youth and feature recreational and cultural activities such as martial arts, African drums, sewing, dance, basketball, poetry, and song writing.

The total annual budget for Project Exodus is \$296,000 for salaries, contractual services, office supplies and printing, equipment, training, food service, and other miscellaneous expenses. This District 7 RAP allocation will help offset \$5,000 of these costs. The Agreement has been executed on behalf of the Abundant Life Fellowship of the Palm Beaches, Inc., and now needs to be approved by the Board of County Commissioners.

### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary	of Fiscal Imp	pact:			
Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures Operating Costs External Revenues Program Income (Count In-Kind Match (County)	-0- 5,000 -0- y) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	5,000	0	0	0-	0
# ADDITIONAL FTE POSITIONS (Cumulative	)				
Is Item Included in Curre Budget Account No.:	-	0 Departme		R907	
B. Recommended Sour	ces of Fund	s/Summary of	Fiscal Impact		
Recreation Assista	nce Program				
District 7 36	00-583-R90	7-095-8201	\$5,000		
C. Departmental Fiscal		ckop	relakis  MENTS	-	
A. OFMB Fiscal and/or	Contract De	velopment and	d Control Com	ments:	•
Elizauth B OFMBN B. Legal Sufficiency:	loese 8/1 mb 8/17/06	18/06 M706	Contract Devel		our
Assistant County Attorn	•		contrac	ntract competence treview requirements	•
C. Other Department Ro	eview:				
Department Director					

# AGREEMENT BETWEEN PALM BEACH COUNTY AND ABUNDANT LIFE FELLOWSHIP OF THE PALM BEACHES, INC. FOR FUNDING OF THE ABUNDANT LIFE FELLOWSHIP COMMUNITY RESOURCE CENTER – PROJECT EXODUS

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 Abundant Life Fellowship of the Palm Beaches, Inc., a Florida not-for-profit corporation, hereinafter referred to as "ALF-CRC".

#### WITNESSETH:

WHEREAS, ALF-CRC's mission is to strengthen communities by improving the lives of children and families through excellence in services that support their intellectual, emotional, and financial well-being; and

WHEREAS, ALF-CRC offers Project Exodus in the Stonybrook Housing Complex in Riviera Beach at which 760 residents reside and also opens its programs and services to non-residents; and

WHEREAS, Project Exodus provides services for low-income families including seminars, employment training, alcohol and substance abuse programs, budget and finance classes, tutoring for youth and adults, and youth after school and summer programs; and

WHEREAS, Project Exodus places its primary focus on youth development, and served sixty (60) youth in its after school program and forty (40) youth in its summer youth camp; and

WHEREAS, the youth programs feature recreational and cultural activities such as martial arts, African drums, sewing, dance, basketball, poetry, and songwriting; and

WHEREAS, the total budget for Project Exodus is \$296,000 annually for expenses including salaries, contractual services, office supplies and printing, equipment, training, food service, and other miscellaneous expenses related to the program; and

WHEREAS, ALF-CRC has requested that County provide \$5,000 to help offset expenses for Project Exodus; and

WHEREAS, funding for Project Exodus in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, recreational and socialization programs for low-income families serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

**NOW THEREFORE,** in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

- 1. County agrees to fund an amount not-to-exceed \$5,000 to ALF-CRC for Project Exodus program expenses to include salaries, contractual services, office supplies and printing, equipment, training, food service, and other miscellaneous expenses related to the program, 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 ALF-CRC 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 ALF-CRC. Said information shall list each invoice paid by ALF-CRC and shall include the vendor invoice number; invoice date; and the amount paid by ALF-CRC along with the number and date of the respective check or proof of payment for said payment. ALF-CRC shall attach a copy of each vendor invoice paid by ALF-CRC 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, ALF-CRC's Program Administrator and Project Financial Officer shall certify the total funds spent by ALF-CRC on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by ALF-CRC and approved by ALF-CRC as indicated.
- 3. ALF-CRC incurred expenses for the Project beginning on June 5, 2006. Those costs incurred by ALF-CRC for the Project, approved and submitted accordingly by ALF-CRC subsequent to June 5, 2006, 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 ALF-CRC 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. ALF-CRC warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. ALF-CRC agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 7. ALF-CRC shall be responsible for all costs of operation and maintenance of the Project.
- 8. The term of this Agreement shall be until December 30, 2006, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event ALF-CRC is in default of its obligations under this Agreement, the County shall provide ALF-CRC thirty (30) days written notice to cure the default. In the event ALF-CRC 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 ALF-CRC for the Project deemed to be in default and ALF-CRC shall return any County RAP funds already collected by ALF-CRC for that Project.
- 10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.
- 11. ALF-CRC shall complete the Project by September 30, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 5, 2006, through September 30, 2006. ALF-CRC shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Cultural Commission may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Cultural Commission's request for said extension.
- 12. In the event ALF-CRC 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 ALF-CRC. The determination that ALF-CRC has ceased or suspended the Project shall be made by County and ALF-CRC agrees to be bound by County's determination.

- 13. ALF-CRC 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 ALF-CRC. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
- 14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".
- 15. It is understood and agreed that ALF-CRC is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, ALF-CRC 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 ALF-CRC, 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 this Agreement for which ALF-CRC is eligible to receive reimbursement from the County.

16. ALF-CRC shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by ALF-CRC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ALF-CRC under this Agreement.

Commercial General Liability. ALF-CRC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in

writing by County's Risk Management Department. ALF-CRC shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. ALF-CRC shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. ALF-CRC shall provide this coverage on a primary basis.

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, ALF-CRC shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County

reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, ALF-CRC shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. ALF-CRC 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 ALF-CRC, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and ALF-CRC may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, ALF-CRC certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, Florida 33461 As to ALF-CRC:

Executive Director Abundant Life Fellowship of the Palm Beaches, Inc. 1555 M.L.K. Boulevard Riviera Beach, FL 33404

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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

SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Tony Masilotti, Chairman
WITNESSES:  Susan W Jugur  Verenica Junett	ABUNDANT LIFE FELLOWSHIP OF THE PALM BEACHES, INC.  FEI #: 65-0815991  By: TERRANG REARNEY  Name (Type or Print)  Title: XSCUTIVE Dizector  By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS  By: Dennis L. Eshleman, Director Parks and Recreation Department

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

#### **BACKGROUND INFORMATION**

Name and address of Agency:

Agency Name: Abundant Life Fellowship of the Palm Beaches, Inc. Mailing Address: 1555 M.L.K. Boulevard, Riviera Beach, FL 33404

Federal Employer Identification Number: 65-0815991

Name of President: Terrance A. Kearney

Name of Executive Director: Terrance A. Kearney

Project/Project Liaison Information: Name: **Kemberly Bush** 

Telephone #: 561-844-9180 Fax #: 561-844-9216

e-mail: kembush@adelphia.net

Purpose/Mission of Agency: Abundant Life Fellowship Community Resource Center's mission is to strengthen communities by improving the lives of children and families through excellence in services that support their intellectual, emotional, and financial well-being.

#### **PROJECT/PROGRAM INFORMATION**

- Name of Project/Program: Abundant Life Fellowship Community Resource Center – Project Exodus
- 2. Project/ Program Description Project Exodus which includes an Afterschool Program (P.R.E.C.I.S.E.) is a comprehensive service delivery program organized to provide services for low-income families living in Palm Beach County. We offer motivational speaking seminars, employment training, alcohol and substance abuse prevention, budget and finance classes, tutoring for youth and adults, and youth afterschool and summer programs.
  - General (Project Scope): ALF CRC is currently piloting Project Exodus in the Stonybrook Housing Complex. Stonybrook has 217 families, with 760 individuals, of which, 90% of the community is economically challenged, at-risk and disadvantaged. There are 358 youth between the ages 0-18. Although our program is housed in the Stonybrook Housing Complex, our services are available to anyone residing in Palm Beach County. ALF invests in youth and adult development strategies that promote character building, cultural identity, expression and learning through arts, leadership, civic engagement and education, sportsmanship, and healthy lifestyles. We also invest in academic success throughout the school age years through a variety of strategies that include homework assistance, college preparatory programs, vocational training and career and goal setting programs. Our primary focus since we began in March, 06 has been on youth development. We had 60 youth enrolled in our afterschool program and 40 children (of which half were not from the Stonybrook Complex) enrolled in our summer youth camp (P.R.E.C.I.S.E.). We focused our attention on

EXHIBIT A

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

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
<b>CONTRACTUAL SERVICES PURCHASE SCHEDULE</b>

**EXHIBIT B** 

	<u> </u>	I = Indirect Costs  Grantee:				Dat					
					-						
	Submittal #:					Cont	ract Reimburseme	nt Period:			
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	Administrator		Date		-		Financial Officer		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 (cont'd.)

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	accomplishing this project.				and are available	mentation have	e been maintained : Lreguest	as required to support the costs reported above
					and are available	e for addit dpor	i roquest.	
	Administrator		Date			Financial Officer		Date
	Administrator		Date					

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	PALM BEACHS, INC		INSURER C.			
	P.O BOX 10677		INSURER D			
	RIVERIA BEACH, FL	33419	INSURER E:			
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	DOI-903-0/4/					RPORATIONS

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### ABUNDANT LIFE FELLOWSHIP OF THE PALM BEACIES, INC.



P. O. Box 10677 Riviera Beach, Fl. 33419-0677 Telephone: (561) 856-0040

Email: thelifefellowship ä vahoo.com



Pastor Terrance A. Kearney Senior Pastor/Teacher

July 31, 2006

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

To Whom It May Concern:

This letter is to verify that our agency does not carry Workman's Compensation Insurance because we are not required by the State of Florida due to the number of employees that we have.

If you need additional information, please feel free to contact me at 561-844-9180.

Sincerely,

Terrance Kearney, CEO Executive Director