Agenda Item #: 3.M.5.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 9, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks and Recreation		
Submitted By: Parks and Recreation Department	<u>t</u>	
Submitted For: Parks and Recreation Departmen	<u>t</u>	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Genesis Community Outreach, Inc. for the period January 9, 2007, through January 20, 2007, in an amount not-to-exceed \$5,000 for funding of the 2006 Community Back to School Event.

Summary: This funding is to offset costs paid by Genesis Community Outreach, Inc. for the 2006 Community Back to School Event held on July 29, 2006, which provided a healthy, happy start for the upcoming school year for 450 children by offering social services, informational materials, and school supplies at a community event. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to July 1, 2006. Funding is from the Recreation Assistance Program (RAP). <u>District 7 (AH)</u>

Background and Justification: Genesis Community Outreach, Inc. is a not-for-profit organization whose purpose is to aid poor and disadvantaged individuals and families toward a life of self-sufficiency through various community services and programs. One such community service was the Community Back to School Event, which predominantly served children from the Pleasant City area and surrounding downtown West Palm Beach area. The event helped prepare economically disadvantaged children for the first day of school in a festive, entertaining, and motivational atmosphere.

The total cost of the Community Back to School Event was approximately \$25,235 for contractual services, school supplies, backpacks, food and beverages, recreational rentals, entertainment rentals, t-shirts, volunteer hours, personnel costs, and other miscellaneous expenses related to the Event. The \$5,000 provided from the Recreation Assistance Program - District 7 will offset a portion of the cost of the Event. The Agreement has been executed on behalf of Genesis Community Outreach, Inc., and now needs to be approved by the Board of County Commissioners.

II. FISCAL IMPACT ANALYSIS

	II. FISCA	L INIPACT AN	IALY SIS		
A. Five Year Summary of	f Fiscal Impact	•			
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 5,000 -0- -0- -0-	-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)			· ·		<u> </u>
ls Item Included in Currer Budget Account No.:		s <u>X</u> Department <u> </u>		<u>)7</u>	
B. Recommended Source	es of Funds/Sเ	ımmary of Fis	scal Impact:		
Recreation Assistance	ce Program				
District 7 360	0-583-R907-10	1-8201	\$5,000		
C. Departmental Fiscal F	Review:	ckopel	akis		_
	III. RE	VIEW COMMI	<u>ENTS</u>		
A. OFMB Fiscal and/or C	ontract Develo	pment and C	ontrol Comme	nts:	
B. Legal Sufficiency:	4.02 Mg/2/11/04 mg/2-12-06	JN (1 119106	ntract Developm This Contract contract review	nent and Contract complies with our equirements.	12/19/0
Assistant County Attorne	20-06 By				

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP05-06\District 7\Genesis Community Outreach Center\AGD.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND GENESIS COMMUNITY OUTREACH, INC. FOR FUNDING OF THE 2006 BACK TO SCHOOL EVENT

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 Genesis Community Outreach, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Genesis".

WITNESSETH:

WHEREAS, Genesis is a not-for-profit organization whose purpose is to aid poor and disadvantaged individuals and families toward a life of self-sufficiency through various community services and programs; and

WHEREAS, Genesis held a Community Back to School Event in West Palm Beach on July 29, 2006, to help give four hundred and fifty (450) children a healthy and happy start for the upcoming school year through the provision of social services, informational materials, school supplies, and food (the Event); and

WHEREAS, the children served were predominantly from the Pleasant City area and surrounding downtown West Palm Beach area; and

WHEREAS, the Event helped prepare economically disadvantaged children for the first day of school in a festive, entertaining, and motivational atmosphere; and

WHEREAS, the total cost of the Event was approximately \$25,235 for contractual services, school supplies, backpacks, food and beverages, recreational rentals, entertainment rentals, t-shirts, volunteer hours, personnel costs, and other miscellaneous expenses related to the Event; and

WHEREAS, Genesis has requested that County provide \$5,000 to help offset expenses for the Event; and

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

WHEREAS, community special events benefiting children of Palm Beach County are deemed a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

herein, the parties hereby agree to the following terms and conditions:

- 1. County agrees to fund an amount not to exceed \$5,000 to Genesis for the Event to include contractual services, school supplies, backpacks, food and beverages, recreational rentals, entertainment rentals, t-shirts, volunteer hours, personnel costs, and other miscellaneous expenses related to the Event, 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 Genesis 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 Genesis. Said information shall list each invoice paid by Genesis and shall include the vendor invoice number; invoice date; and the amount paid by Genesis along with the number and date of the respective check or proof of payment for said payment. Genesis shall attach a copy of each vendor invoice paid by Genesis 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, Genesis' Program Administrator and Project Financial Officer shall certify the total funds spent by Genesis on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Genesis and approved by Genesis as indicated.
- 3. Genesis incurred expenses for the Project beginning on July 1, 2006. Those costs incurred by Genesis for the Project, approved and submitted accordingly by Genesis subsequent to July 1, 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 Genesis 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. Genesis warrants that it is an active not-for-profit corporation, duly chartered and

registered with the Florida Department of State, Division of Corporations.

- 6. Genesis 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, or sexual orientation.
- 7. Genesis shall be responsible for all costs of operation and maintenance of the Project.
- 8. The term of this Agreement shall be until January 20, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Genesis is in default of its obligations under this Agreement, the County shall provide Genesis thirty (30) days written notice to cure the default. In the event Genesis 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 Genesis for the Project deemed to be in default and Genesis shall return any County RAP funds already collected by Genesis 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. Genesis shall complete the Project by October 20, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2006, through October 20, 2006. Genesis shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 20, 2007. Upon written notification to County at least ninety (90) days prior to that date Genesis may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Genesis's request for said extension.
- 12. In the event Genesis 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 Genesis. The determination that Genesis has ceased or suspended the Project shall be

made by County and Genesis agrees to be bound by County's determination.

- 13. Genesis 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 Genesis. 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 Genesis 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, Genesis 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 Genesis, 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 Genesis is eligible to receive reimbursement from the County.

16. Genesis 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 Genesis are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Genesis under this Agreement.

Commercial General Liability. Genesis 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. Genesis shall provide this coverage on a primary basis.

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

Waiver of Subrogation. Genesis 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 Genesis 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 Genesis enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Genesis 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, Genesis shall demonstrate financial accountability

through the submission of acceptable financial audits performed by an independent

auditor.

18. Genesis 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 Genesis,

County shall have the right to inspect and audit said books, records, documents and other

evidence during normal business hours.

19. The County and Genesis 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, Genesis 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

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As to Genesis:

President Genesis Community Outreach, Inc. 506 15th Street West Palm Beach, FL 33401

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	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Addie L. Greene, Chairperson
WITNESSES: JANAN CAMPAUL LA SOYO Con highette	GENESIS, INC. FEI Number: 59-3463499 By: Jawes E. Bentley Name (Type or Print) Title: 1251 dent 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: Genesis Community Outrach, Inc. Mailing Address: 506 15 th Street, West Palm Beach, FL 33401		
	Federal Employer Identification Number: 593463499		
	Name of President: JAMES E. Bentley Name of Executive Director: Wilbert Rondall		
	Project/Project Liaison Information: Name: LaTDYA RICKEHS Telephone #: (541) 632-6528 Fax #: (541) 233-5365 e-mail: bibleway administrative staff @ hotmail. Ce	om	
	Purpose/Mission of Agency: To aid poor and disadvantage, and families toward a life of self sufficiency of PROJECT/PROGRAM INFORMATION Co	Interducts trough barrows amunity services and events	L
	 Name of Project/Program: 2006 Back to School Bash Project/ Program Description General (Project Scope): SEE Attochm 		
	Public Purpose:		
	Location:		
	Anticipated Number of Participants/Users:		
and bevera	3. Project/Program Elements: List anticipated broad Expenditure Items such as capital outlay, contractual services, operational expenses, equipment, and "Other Project/Program expenses". Do not include expenditure ling amounts. Contractual Services, Stock Supplier amounts. Contractual Services, Stock Supplier Services,	categories of ces, personnel Miscellaneous e item budget/ So Back packs, for the point of the personnel point of the personnel personne	ood Spenand Costs
to the Event.	Tombaroomone will be requested, and anti-pated 2114 44	e for which te (date which voices paid).	
	(Note: Invoices and copies of proof of payment documents will Project/Program reimbursement after the RAP Agreement is ap Board of County Commissioners. Do not submit reimbursement until after the Agreement is approved. Please note that all invoice must be dated within the project/program time frame as note Categories for Project/Program Elements must be listed in Section be eligible for RAP reimbursement.	proved by the documentation es and checks d above AND	
	6. Required Attachments:		
	Certificate of Insurance		
	7. Additional Comments if desired:		
	Amount of Recreation Assistance Program Funding awarded	\$ 5,000 District 7 (filled in by County)	•

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com

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

2. Project/Program Description

- General (Project Scope): The Genesis Community Outreach Inc. (501 3-c) will be sponsoring a community wide Annual Back to School Bash for residents in the Pleasant City community and surrounding downtown areas. This event is held annually to provide some of the basic but necessary school supplies to area children ranging from elementary school to college level. In addition to assisting these families with school supplies, the event seeks to provide a day of motivation and entertainment for them before they go back to school. The affair is focused on facilitating educational development and building youth interaction among residents in the community.
- Public Purpose: Residents, social services organizations and local businesses have identified this event as a top priority initiative. Genesis Community Outreach Inc. under the leadership of James E. Bentley has been committed to enhancing positive change within the community by providing educational and social enrichment during the past 15 years. We are very excited about this program and the positive impact that it has on the families and the community at large. We are continually challenged to come up with the resources to make this event a success so we look to all our local partners to assist us in making a difference.
- Location: Genesis Community Outreach Inc. Annual Back to School Bash will be held at Bibleway Missionary Baptist Church Fellowship Hall, 506 15th Street West Palm Beach, FL 33401, on July 29, 2006 from 9:00am to 1:00pm.
- Anticipated Number of Participants/ Users: This year we are looking to give 450 children a healthy and happy start to the upcoming school year. We will also have social services agencies on hand to provide informational material to residents. We anticipate educating approximately 600 individual with school supplies, information and food. This is a wonderful event that has assisted over 6500 children in the past 10 years.

3. Project/Program Elements

- Expenditures: Alls expenditures for this event are attached. All capital outlay and operational expenses were conducted in house and not additional expenses incurred.
- A Contractual Services Agreement was entered in between School Kidz and Genesis Community Outreach on June 28, 2006. The School Kidz has agreed to provide School Supplies kits and Book Bags based on the terms and conditions as set out in the Agreement. The total cost of service is \$4,150.00
- A Contractual Services Agreement was entered in between A Perfect Party and Genesis Community Outreach on July 27, 2006. The A Perfect Party has agreed to provide recreational supplies & equipment. The total cost of service is \$1,035.00

Exhibit A Page 2 of 3 Personnel Cost: Personnel for this event were in the form of Volunteers. Volunteer
hours have been calculated at a value of \$10/hour. The value and the specific method
of participation for each volunteer included but not limited to:

■ Various Community Agencies participated in the implementation of this event

and has been counted as part of the volunteer hours.

10 Agencies with 2 representative each 5 Total hours X \$10.00 per hour equals \$1,000

- A Steering Committee was established for the purpose of planning & implementation of this event.
 - 10 Steering Committee Members at 96 Total hours X \$10.00 per hour equals \$9, 600.
- Volunteers conducted the Set up, Clean up, and Operational procedures.
 - o 40 Volunteers at 8 hours each X \$10.00 equals \$3,200
- **Donations**: Donations include the estimated value of donated materials, supplies and/or donated services. Clothing items, food and miscellaneous items were donated for this event.
- RAP Grants: RAP Grants have been included in the Budget directly related to the implementation of the proposed project.



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Submission #:	Grantee			Project Name:					
tem Key This Submission Project Costs Contractual Services (C) Salary & Wages (% of salaries) (S) Materials, Supplies, Direct Purchases (M) Equipment (E) Travel (T) TOTAL PROJECT COSTS Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel T = Invel 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.	Submission #:			Reimbursem	ent Period:				
tem Key This Submission Project Costs Contractual Services (C) Calary & Wages (% of salaries) (S) Materials, Supplies, Direct Purchases (M) Equipment (E) Total Project 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.				Project Cost	s	Cumulative			
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	Administrator	Date)	Financial C	Officer	Da	ite		

	PBC USE ONLY	•	
County Funding Participation	\$	·	
Total Project Costs To Date:	\$		
County Obligation To Date	\$		
County Retainage (%)	\$		
County Funds Previously Disburse	d \$		
County Funds Due this Billing	\$		
Reviewed and Approved By:			
	PBC Project Administrator	Date	
<u>-</u>	Department Director	Date	



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

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	Certification: I hereby certify th accomplishing this project.	at the purchases n	oted above were	used in		by certify that bid		ntract, cancelled checks, and other purchasing the costs reported above and are available for audit upon
	Administrator	· · · · · · · · · · · · · · · · · · ·	Date			Financial Officer	· · · · · · · · · · · · · · · · · · ·	Date

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						PROPERTY DAMAGE (Per socident)	\$	
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DATE (MM/DD/YYYY)

From:

Dick Cohen

To:

Susan Yinger

Date:

Thu, Aug 3, 2006 10:48 AM

Subject:

Re: Genesis Community Outreach, Inc.

Since the event has already taken place, there is satisfactory evidence that GL coverage was in place for the event, and the insurer would not back-date an additional insured endorsement, Risk Mgm't is agreeable to waiving the "additional insured" requirement

Dick Cohen, CPCU, CIC, ARM-P Risk Management Department Palm Beach County 160 Australian Ave., Ste 401 West Palm Beach, FL 33406 (P) 561-233-5432 (F) 561-2335420

GENESIS COMMUNITY OUTREACH, INC.,

PO Box 8407 West Palm Beach, FL 33407

REV. JAMES E. BENTLEY, PRESIDENT

Telephone: (561) 835-9676

Fax: (561) 835-9301

506 15th Street West Palm Beach, FL 33401

July 2, 2006

To Whom It May Concern:

Genesis Community Outreach, Inc. does not have any employees therefore is not required by the State of Florida to have Worker's Compensation Insurance and Employer's Liability.

If you have any questions or concerns please contact Regina Hands @ (561) 271-9358.

Thanks you for your assistance in this matter.

Sincerely,

James E. Bentley, President