Agenda Item #: 3.M.3.

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date: February 27, 2007	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department: <u>Parks and Recreation</u>		
Submitted By: <u>Parks and Recreation Department</u>	<u>.</u>	
Submitted For: Parks and Recreation Department	ţ	

### **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Agreement with Place of Hope, Inc. for the period February 27, 2007, through April 30, 2007, in an amount not-to-exceed \$5,000 for the Voices of Hope community event.

**Summary:** This funding is to help offset costs for the Voices of Hope community event held on December 13, 2006. The Agreement allows for the reimbursement of eligible project costs incurred by Place of Hope, Inc. subsequent to October 1, 2006. Funding is from the Recreation Assistance Program (RAP). <u>District 4</u> (AH)

**Background and Justification:** Place of Hope, Inc. is a not-for-profit organization whose mission is to provide child welfare professionals and leaders with opportunities to network, develop and transform their delivery systems, and serve and foster awareness of child abuse, neglect, and family breakdown through education, training, advocacy, public awareness, prevention strategies, and delivery of human services. The Voices of Hope community event was a one half day conference event with special guest speakers to inspire, encourage, and educate child welfare workers and the general public through a relaxing and culturally relevant experience. The event was attended by approximately 550 participants.

The Voices of Hope event cost approximately \$15,000 for food, equipment, materials, advertising, audio/visual, speaker fees, travel and other miscellaneous expenses associated with the event. The funding from the Recreation Assistance Program –District 4 provides \$5,000 to offset that cost. The Agreement has been executed on behalf of Place of Hope, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	Dennis Lellinu	1/30/07
	Department Director	Date
Approved by:	Assistant County Administrator	2/7/07 Date
		24.0

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	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- -0- -0-
NET FISCAL IMPACT	5,000	0		0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.:	-	Department _		<u>04</u>	
B. Recommended Sourc	es of Funds/Sເ	ummary of Fis	scal Impact:		
Recreation Assistance	ce Program				
District 4 360	00-583-R904-07	70-8201	\$5,000		
C. Departmental Fiscal F		<u>kopelakis</u> view commi			
A. OFMB Fiscal and/or C		- · · · · · · · · · · · · · · · · · · ·		onts.	
Elizaluth Ale OFMB B. Legal Sufficiency:	se 2/1/07 mg 2-1-07 My		ntract Develop This Contract con contract review re	ment and Co	<del>Ə 13/07</del> ntrol
Assistant County Attorne	<u>x ·5·07</u> ey				
C. Other Department Rev	view:				
Department Director					
REVISED 10/95 ADM FORM 01					
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### AGREEMENT BETWEEN PALM BEACH COUNTY AND PLACE OF HOPE, INC. FOR VOICES OF HOPE COMMUNITY 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 Place of Hope, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Place of Hope".

### WITNESSETH:

WHEREAS, Place of Hope is a not-for-profit organization whose mission is to provide child welfare professionals and leaders with opportunities to network, develop, and transform their delivery systems and to serve and foster awareness of child abuse, neglect, and family breakdown through education, training, advocacy, public awareness and prevention strategies and delivery of human services; and

WHEREAS, Place of Hope offered the Voices of Hope Community Event (the Event) to education and child welfare workers, volunteers, and community participants on December 13, 2006; and

WHEREAS, the Event was a ½ day conference-event with special guest speakers to inspire, encourage, and educate child welfare workers and the public through a relaxing and culturally relevant experience; and

WHEREAS, the Event was attended by approximately 500-600 participants; and

WHEREAS, the total cost of the Event was approximately \$15,000 for food, equipment, materials, advertising, audio visual, speaker fees, travel, and other miscellaneous expenses associated with the Event; and

WHEREAS, Place of Hope has requested \$5,000 from County to help offset costs for the Event; and

WHEREAS, County desires to provide funding to assist Place of Hope with costs for the Event; and

WHEREAS, funding to assist Place of Hope with the Event in an amount not-toexceed \$5,000 is available from the Recreation Assistance Program (RAP) - District 4; and

WHEREAS, community events on topics of public concern are a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained

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

1. County agrees to fund an amount not-to-exceed \$5,000 to Place of Hope for the Voices of Hope Community Event for food, equipment, materials, advertising, audio visual, speaker fees, travel, and other miscellaneous expenses associated with the Event, 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 Place of Hope 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 Place of Hope. Said information shall list each invoice paid by Place of Hope and shall include the vendor invoice number; invoice date; and the amount paid by Place of Hope along with the number and date of the respective check and/or proof of payment for said payment. Place of Hope shall attach a copy of each vendor invoice paid by Place of Hope along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Place of Hope's Program Administrator and Project Financial Officer shall certify the total funds spent by Place of Hope on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Place of Hope and approved by Place of Hope as indicated.

3. Place of Hope incurred expenses for the Project beginning on October 1, 2006. Those costs incurred by Place of Hope for the Project approved and submitted accordingly by Place of Hope subsequent to October 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 Place of Hope 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. Place of Hope warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Place of Hope 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. Place of Hope shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until April 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Place of Hope is in default of its obligations under this Agreement, the County shall provide Place of Hope thirty (30) days written notice to cure the default. In the event Place of Hope 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 Place of Hope for the Project deemed to be in default and Place of Hope shall return any County RAP funds already collected by Place of Hope 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. Place of Hope shall complete the Project by January 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2006, through January 31, 2007. Place of Hope shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before April 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Place of Hope may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Place of Hope's request for said extension.

12. In the event Place of Hope 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 Place of Hope. The determination that Place of Hope has ceased or suspended the Project shall be made by County and Place of Hope agrees to be bound by County's determination.

13. Place of Hope 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 Place of Hope. 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 Place of Hope 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, Place of Hope 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 Place of Hope, 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 apply for the period prior to the Agreement for which Place of Hope is eligible to receive reimbursement from the County.

16. Place of Hope 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 of acceptance of insurance maintained by Place of Hope are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Place of Hope under the Agreement.

<u>Commercial General Liability</u>. Place of Hope 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. Place of Hope shall provide this coverage on a primary basis.

<u>Worker's Compensation Insurance & Employer's Liability</u>. Place of Hope shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Place of Hope shall provide this coverage on a primary basis.

Additional Insured. Place of Hope 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. Place of Hope shall provide the Additional Insured endorsements coverage on a primary basis.

<u>Waiver of Subrogation</u>. Place of Hope 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 Place of Hope 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 Place of Hope enter into such an agreement on a pre-loss basis.

<u>Certificate(s) of Insurance.</u> Prior to execution of this Agreement by the County, Place of Hope 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.

<u>Right to Review.</u> 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, Place of Hope shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Place of Hope 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 Place of Hope, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Place of Hope 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, Place of Hope 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, either written or oral,

relating to this Agreement. This Agreement may be modified and amended  $\phi$ nly 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 Place of Hope:

**Executive Director** Place of Hope, Inc. 9078 Isaiah Lane Palm Beach Gardens, FL 33418

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.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

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

By:

**Deputy Clerk** 

WITNESSES:

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**APPROVED AS TO FORM AND** LEGAL SUFFICIENCY

By:

**County Attorney** 

By<u>:</u> Commissioner Addie L. Greene, Chairperson

PLACE OF HOPE, INC. FEI Number: 57-0841384 harles endo By: Name (Type or Print Title\_ EXel

By: Signature

### **APPROVED AS TO TERMS AND CONDITIONS**

By M Dennis Eshleman, Director Parks and Recreation Department

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

### **BACKGROUND INFORMATION**

Name and address of Agency: Agency Name: Place of Hope, Inc. Mailing Address: 9078 Isaiah Lane, Palm Beach Gardens, FL 33418 Federal Employer Identification Number: 65-089 384 Name of President: Ronald Nocera Name of Executive Director: Charles L. Bender Project/Project Liaison Information: Name: Charles L. Bender Telephone #: 561. 775. 7195 / 719-4896 Fax #: 561.775.1758 e-mail: Charles b eplace of hope , com Purpose/Mission of Agency: To provide child Welfare professionals and leaders with opportunities to network. Develop, und transform their deliver systems and to serve and from avaness child abuse, neglect, and adultation in advacant, and abuse i neglect, and Samily breakd through edupROJECT/PROGRAM INFORMATION Name of Project/Program: Voices of Hope Community Event 1. **Project/ Program Description** 2. General (Project Scope): Child Welfare / Human Sorvices 1/2 day conformce-event w/Special guest speakers Public Purpose: encouraging and educating child are/fare workers and Location(s): Location(s): Palm Beach bardens providing a relaxing, culturally Anticipated Number of Participants/Users: 500-600 Volunteers, an List anticipated broad categories of Community Project/Program Elements: 3. Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ motion 7 tão amounts. Food, equipment, materials, Advertising, though - Audio/visual, Speaker fees, +ravel, end othermiscellaneous expenses association Estimated Lump Sum Total for Project/Program with \$ 15,000 + necvent 15,000 Total 4. Sou Project/Program Initiation date (date of first invoice for which 5. reimbursement will be requested) and anticipated End date (date which and all invoices paid). project/program will be completed to +2/13/06 12/13/06month/day/year month/day/year 10/01/06 (Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement. 6. **Required Attachments:** Certificate of Insurance \$<u>5,000</u> Amount of Recreation Assistance Program Funding awarded 4 District (filled in by County) Form available online by request. Contact Susan Yinger at svinger@pbcgov.com EXHIBIT A

Page 1



Item

#### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

**CONTRACT PAYMENT REQUEST** 

EXHIBIT B

	•		
Da	te	3	

Project Name: Grantee Submission #: **Reimbursement Period:** Cumulative Project Costs Project Costs This Submission Key **Contractual Services** (C) Salary & Wages (% of salaries) (S) Materials, Supplies, Direct Purchases (M) Equipment (E) Travel (T) Indirect Costs (1) TOTAL PROJECT COSTS C = Contractual Services S = Salary & Wages Key Legend M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs Certification: I hereby certify that the above Certification: I hereby certify that the documentation has expenses were incurred for the work identified as been maintained as required to support the project being accomplished in the attached progress expenses reported above and is available for audit upon reports. request. Date **Financial Officer** Date Administrator **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:** Date PBC Project Administrator Date **Department Director** 

Page 1 of

#### <u>Key Legend</u> C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment

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

**EXHIBIT B** 

Date

Grantee: \_\_\_\_

T = Travel I = Indirect Costs

Project Name:

Submittal #:

#### Contract Reimbursement Period: \_

		Check or	Voucher		Invo	ice		
# Payee (Vendor/Contractor)	Key	Number	Date	 	Number	Date	Amount	Expense Description
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		•				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

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#### <u>Key Legend</u> 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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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

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PRODUC	CORD. CERTIFI	FAX (561)77	F LIAB	THIS CER	TIFICATE IS ISS	UED AS A MATTER OF	DATE (MM/DD/TYYY) 11/13/2006 INFORMATION
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Jupi	ter, FL 33458	200		INSURERS	AFFORDING CO	VERAGE	NAIC #
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	SCHEDULED AUTOS	4	•			(Per person)	\$
	X HIRED AUTOS					BODILY INJURY (Per accident)	8
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RTU	FICATE HOLDER	······		CANCELLAT	ION		
	Palm Beach County			EXPIRATION I	DATE THEREOF, THE I WRITTEN NOTICE TO	RIBED POLICIES BE CANCELLE SSUING INSURER WILL ENDEAN THE CERTIFICATE HOLDER N/ E SHALL IMPOSE NO OBLIGATI	VOR TO MAIL MED TO THE LEFT,
	Department of Parks & F 2700 6th Avenue, South			4. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		TS AGENTS OR REPRESENTAT	
	Lake Worth, FL 33461	-		AUTHORIZED REP	the second s	Cul Hotobalo	
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ORI	25 (2001/08) FAX: (561)72	75-1758			•	©ACORD C	<b>DRPORATION 19</b>
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.