

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 10, 2007

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with ASPIRA of Florida, Inc. for the period April 10, 2007, through April 1, 2008, in an amount not-to-exceed \$20,000 for the Media Art Literacy - Mural Project.

**Summary:** This funding is to help offset costs for the Media Art Literacy - Mural Project offered by ASPIRA Palm Beach, a branch of ASPIRA of Florida, Inc. The project is a 26-week program in which approximately 15 youth will meet for four hours once a week to learn skills to create a mural and documentary video pertaining to life growing up in a multi-cultural society. The Agreement allows for the reimbursement of eligible expenses incurred prior to January 1, 2007. Funding is from the Recreation Assistance Program (RAP). District 2 (AH)

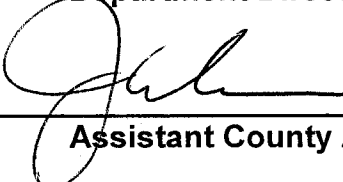
**Background and Justification:** ASPIRA of Florida, Inc. is a not-for-profit organization whose mission is to provide educational and leadership development, dropout prevention, and family strengthening services to Latino and other minority youth. ASPIRA of Florida, Inc. serves approximately 2,400 Latino and other youth throughout South Florida in four divisions, one of which is ASPIRA Palm Beach. ASPIRA's objective is to develop the leadership potential of youth, motivate and assist youth in intellectual, personal, and cultural development, and advocate greater access to quality education and leadership opportunities. Participants in the 26-week Media Art Literacy - Mural Project will work as a team, using techniques and tools such as drawing, painting, digital publishing, computer art and graphic design, and video/audio production. Participants will choose topics related to their experience with ASPIRA as it relates to their own interests and their lives in a multi-cultural society. The results of the project include a nine foot by five foot mural and a four minute documentary video that will be viewed by other youth.

The total cost of the project is anticipated to be approximately \$20,000 for personnel costs, operational expenses, and other miscellaneous expenses related to the project. The District 2 RAP funding will offset costs for the project. The Agreement has been executed on behalf of ASPIRA of Florida, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:   
Department Director

3-19-07  
Date

Approved by:   
Assistant County Administrator

3/27/07  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND ASPIRA OF FLORIDA, INC. FOR THE MEDIA ART LITERACY - MURAL PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and ASPIRA of Florida, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "ASPIRA".

**WITNESSETH:**

**WHEREAS**, ASPIRA is a not-for-profit organization whose mission is to provide educational and leadership development, dropout prevention, and family strengthening services to Latino and other minority youth and families in Palm Beach County; and

**WHEREAS**, ASPIRA serves approximately 2,400 Latino and other youth throughout South Florida in four divisions, one of which is ASPIRA Palm Beach; and

**WHEREAS**, ASPIRA's objective is to develop the leadership potential of youth, motivate and assist youth in intellectual, personal, and cultural development, and advocate greater access to quality education and leadership opportunities; and

**WHEREAS**, ASPIRA is offering a twenty six (26) week multi-cultural Media Art Literacy project that will serve ten (10) through twenty (20) youth who will meet a total of one hundred and twenty hours for drawing, painting, digital publishing, computer art , graphic design, and video and audio production to create a mural and documentary video pertaining to life growing up in a multi-cultural society; and

**WHEREAS**, ASPIRA has requested funding in the amount of \$20,000 to help offset the cost of contractual services, personnel costs, operational expenses, and other miscellaneous expenses for the Media Art Literacy - Mural project; and

**WHEREAS**, funding for the Media Art Literacy - Mural project in an amount not-to-exceed \$20,000 is available from the Recreation Assistance Program (RAP) – District 2; and

**WHEREAS**, offering multi-cultural and art programs to youth serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed \$20,000 to ASPIRA for the Media Art Literacy – Mural project for personnel costs, operational expenses, and other miscellaneous expenses, 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 ASPIRA 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 ASPIRA. Said information shall list each invoice paid by ASPIRA and shall include the vendor invoice number; invoice date; and the amount paid by ASPIRA along with the number and date of the respective check or proof of payment for said payment. ASPIRA shall attach a copy of each vendor invoice paid by ASPIRA 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, ASPIRA's Program Administrator and Project Financial Officer shall certify the total funds spent by ASPIRA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by ASPIRA and approved by ASPIRA as indicated.

3. ASPIRA incurred expenses for the Project beginning on January 1, 2007. Those costs incurred by ASPIRA for the Project, approved and submitted accordingly by ASPIRA subsequent to January 1, 2007, 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 ASPIRA 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. ASPIRA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

8. The term of this Agreement shall be until April 1, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event ASPIRA is in default of its obligations under this Agreement, the County shall provide ASPIRA thirty (30) days written notice to cure the default. In the event ASPIRA 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 ASPIRA for the Project deemed to be in default and ASPIRA shall return any County RAP funds already

collected by ASPIRA 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. ASPIRA shall complete the Project by December 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2007, and December 31, 2007. ASPIRA 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 1, 2008. Upon written notification to County at least ninety (90) days prior to that date ASPIRA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny ASPIRA's request for said extension.

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

13. ASPIRA 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 ASPIRA. 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 ASPIRA 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, ASPIRA 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 ASPIRA, 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 ASPIRA is eligible to receive reimbursement from the County.

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

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

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

**Additional Insured.** ASPIRA 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." ASPIRA shall provide the Additional Insured endorsements coverage on a primary basis.

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

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County,

ASPIRA 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, ASPIRA shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and ASPIRA 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, ASPIRA 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 ASPIRA:

Executive Director, ASPIRA of Florida, Inc.  
C/O ASPIRA Palm Beach  
5913 South Dixie Highway, Ste D.  
West Palm Beach, Fl 33405

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

By: \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

**WITNESSES:**

*Susan W. Yinger*  
\_\_\_\_\_  
*Veronica Bennett*  
\_\_\_\_\_

**ASPIRA OF FLORIDA, INC.**  
**FEI Number: 59-2105537**

By: *Raul Martinez*  
\_\_\_\_\_  
Name (Type or Print)

Title: *President & CEO*  
\_\_\_\_\_

By: *Raul Martinez*  
\_\_\_\_\_  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: *Dennis Eshleman*  
\_\_\_\_\_  
Dennis Eshleman, Director  
Parks and Recreation Department







PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

Grantee \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

Key Legend

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

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

\_\_\_\_\_  
Administrator Date

\_\_\_\_\_  
Financial Officer Date

**PBC USE ONLY**

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage ( _____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: \_\_\_\_\_  
PBC Project Administrator Date

\_\_\_\_\_  
Department Director Date



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

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

**EXHIBIT B**

Grantee: \_\_\_\_\_

Submittal #: \_\_\_\_\_

\_\_\_\_\_  
 Date

Project Name: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

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

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

\_\_\_\_\_  
 Administrator

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Financial Officer

\_\_\_\_\_  
 Date



Client#: 78170

ASPIRFLO

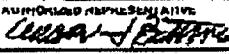
<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 1/23/07
PRODUCER Kornreich/NIA 1400 Centrepark Boulevard Suite 600 West Palm Beach, FL 33401	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Aspra Of Florida, Inc. 4100 NE 2nd Ave., Suite 302 Miami, FL 33137	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	23850
	INSURER B: Commerce & Industry Insurance Company	19410
	INSURER C:	
	INSURER D:	
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GPM - AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC	PHPK176688	06/19/06	06/19/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTALS/PROPERTY/CONTENTS \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADJ INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPLETED \$3,000,000
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Comp.Ded \$500 Coll.Ded \$500 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	PHPK176688	06/19/06	06/19/07	COMBINED SINGLE LIMIT (Ex not over) \$1,000,000 BODILY INJURY (If not over) \$ BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per occurrence) \$ AUTO - MULTY - EA ACCIDENT \$ OTHER THAN AUTO - MULTY - EA ACC \$ AGG \$
A UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTION: \$10000 <input checked="" type="checkbox"/> RETENTION	PHUB0654152	06/19/06	06/19/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED. If you, the insured, under SPECIAL PROVISIONS below	WC1761235	01/01/07	01/01/08	<input type="checkbox"/> VC STATUS <input type="checkbox"/> OTHER E.L. EA ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A OTHER Professional	PHPK176688	06/19/06	06/19/07	\$1,000,000 per occurrence \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The Certificate Holder, a funding source for the named insured, is an additional insured on the general liability policy only.

<b>CERTIFICATE HOLDER</b> Palm Beach County Parks & Recreation 2700 8th Ave Lake Worth, FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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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 policy as listed thereon.