Agenda Item #: 3.M.17.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	May 1, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Departmen	<u>nt</u>	
Submitted For	Parks and Recreation Departmen	<u>nt</u>	
	I. EXECUTIVE	BRIEF	

Motion and Title: Staff recommends motion to approve: Agreement with Palm Beach County PAL, Incorporated for the period May 1, 2007, through November 1, 2007, in an amount not-to-exceed \$6,600 for the purchase of video/computer and gymnasium equipment for the Cabana Colony Youth Center.

Summary: This funding is to assist with costs incurred by Palm Beach County PAL, Incorporated for the purchase of video/computer and gymnasium equipment for the Cabana Colony Youth Center. The Cabana Colony Youth Center serves approximately 20-40 users per day. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to March 1, 2007. Funding is from the Recreation Assistance Program (RAP). <u>District 1</u> (AH)

Background and Justification: Palm Beach County PAL, Incorporated (PAL) is a not-for-profit organization whose mission is to provide free and structured recreational and educational activities while introducing law enforcement in a positive light to help ensure strong positive attitudes and relationships. The goal of PAL's activities is to create good citizenship and maturity in program participants. The PAL Program at the Cabana Colony Youth Center offers free recreation and educational opportunities for youth and the general public.

The total cost of the video/computer and gymnasium equipment for the Cabana Colony Youth Center is \$6,600, and funding from the Recreation Assistance Program - District 1 will offset that cost. The Agreement has been executed on behalf of Palm Beach County PAL, Incorporated, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement	
Recommended by:	4/3/07
Department Director	Date
Approved by:	4/14/07
Assistant County Administrator	Date

	<u>II. FISC/</u>	AL IIVIPACT AI	VAL 1313		
A. Five Year Summary of	Fiscal Impac	t:			
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 6,600 -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
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# ADDITIONAL FTE POSITIONS (Cumulative)	· .				
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B. Recommended Source	es of Funds/S	Summary of F	iscal Impact:		
Recreation Assistan	ce Program				
District 1 360	0-583-R901-0	45-8201	\$6,600		
C. Departmental Fiscal F	Review: <i>C</i>	nyw	hal m	af	
	III. R	EVIEW COM	<u>MENTS</u>		
A. OFMB Fiscal and/or Company 410 B. Legal Sufficiency:	Contract Deve		ontract Develo	poment and Contontract complies with	our
Assistant County Attorn	4116107 ey		Contrac	 	
C. Other Department Re	view:				

REVISED 10/95

Department Director

ADM FORM 01
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AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY PAL, INCORPORATED FOR FUNDING OF THE PURCHASE OF VIDEO/COMPUTER AND GYMNASIUM EQUIPMENT FOR THE CABANA COLONY YOUTH CENTER

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 Palm Beach County PAL, Incorporated, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "PAL".

WITNESSETH:

WHEREAS, PAL is a not-for-profit organization whose mission is to provide free and structured recreational and educational activities while introducing law enforcement in a positive light to help ensure strong positive attitudes and relationships with the goal of good citizenship and maturity; and

WHEREAS, PAL operates the PAL Program at the Cabana Colony Youth Center which serves approximately twenty (20) through forty (40) persons per day; and

WHEREAS, PAL's Youth Center provides free recreation and educational opportunities for youth and the general public; and

WHEREAS, PAL has requested that County provide \$6,600 to assist with costs for the purchase of video/computer and gymnasium equipment for the Cabana Colony Youth Center; and

WHEREAS, funding for said video/computer and gymnasium equipment in an amount not to exceed \$6,600 is available from the Recreation Assistance Program (RAP) – District 1; and

WHEREAS, educational and recreational activities for youth and the general public is 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:

- 1. County agrees to fund an amount not to exceed \$6,600 to PAL for video/computer and gymnasium equipment and supplies for the PAL Youth Center, as specifically 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 PAL 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, is being 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 PAL. Said information shall list each invoice paid by PAL and shall include the vendor invoice number; invoice date; and the amount paid by PAL along with the number and date of the respective check or proof of payment for said payment. PAL shall attach a copy of each vendor invoice paid by PAL 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, PAL's Program Administrator and Project Financial Officer shall certify the total funds spent by PAL on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by PAL and approved by PAL as indicated.

- 3. PAL incurred expenses for the Project beginning on March 1, 2007. Those costs incurred by PAL for the Project, approved and submitted accordingly by PAL subsequent to March 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 PAL 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. PAL warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. PAL 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. PAL shall be responsible for operation and maintenance of the Project including all associated costs.
- 8. The term of this Agreement shall be until November 1, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event PAL is in default of its obligations under this Agreement, the County shall provide PAL thirty (30) days written notice to cure the default. In the event PAL 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 PAL for the Project deemed to be in default and PAL shall return any County RAP funds already collected by PAL for the 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. PAL shall complete the Project by August 1, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2007, through August 1, 2007. PAL shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 1, 2007. Upon written notification to County at least ninety (90) days prior to that date PAL may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny PAL's request for said extension.
- 12. In the event PAL ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by PAL. The determination that PAL has ceased or suspended the Project shall be made by County and PAL agrees to be bound by County's determination.
- 13. PAL 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 PAL. 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 PAL 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, PAL 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 PAL, 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 PAL is eligible to receive reimbursement from the County.

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

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, PAL 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, PAL shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and PAL 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, PAL 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 agreements, written or oral, relating to this Agreement. The 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 PAL:

President
Palm Beach County PAL, Incorporated
3228 Gun Club Road
West Palm Beach, FL 33406

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:	By: ioner Addie L. Greene, Chairperson
WITNESSES: Lusan W. Yngu	PALM BEACH COUNTY PAL, INCORPORATED Tax I.D. Number: 65-0461384
Derouica Junet	Name (Type or Print) Title: Scott Scalvner
	Ву:
	Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	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: Palm Beach County PAL, Inc.

Mailing Address: 3228 Gun Club Road, West Palm Beach, FL 33406

Federal Employer Identification Number: 65-0461384

Name of President: Charles "Dan" Belcher

Name of Executive Director: Scott Scrivner (561) 688-4087

Project/Project Liaison Information:

Name: Chris Poggio

Telephone #: (561) 627-6603

Fax #: Scott Scrivner (561) 688-4188 e-mail: Scott Scrivner scrivners@pbso.org

Purpose/Mission of Agency: To provide free and structured recreational and educational activities while introducing law enforcement in a positive light to help ensure strong positive attitudes and relationships with the goal of good citizenship and maturity.

PROJECT/PROGRAM INFORMATION

- Name of Project/Program: Purchase of video/computer and gymnasium equipment for the Cabana Colony Youth Center
- 2. Project/ Program Description
 - General (Project Scope): PAL Program Youth Center
 - Public Purpose: Free Recreation and Education to General Public
 - Location: Cabana Colony / Palm Beach Gardens
 - Anticipated Number of Participants/Users: 20-40/day
- 3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". <u>Do not include expenditure line item budget/amounts</u>. Equipment and supplies for the Youth Center.
- 4. Estimated Lump Sum Total for Project/Program \$ 6,600.00

(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. <u>Do not submit reimbursement documentation until after the Agreement is approved.</u> 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>faxed to 963-6734</u>

Amount of Recreation Assistance Program Funding awarded

\$ 6,600 District 1 (filled in by County)

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



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

			Date	
Grantee	· · · · · · · · · · · · · · · · · · ·	* w-	Project Name:	
Submission #:			Reimbursement Period:	
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Item		<u>Key</u>	Project Costs This Submission	Cumulative Project Costs
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Equipment		(E)	· · · · · · · · · · · · · · · · · · ·	
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Indirect Costs		(1)	· · · · · · · · · · · · · · · · · · ·	
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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases		
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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	t \$		
County Funds Due this Billing	\$		
Reviewed and Approved By:			
	PBC Project Admini	strator	Date
	Department Director		Date

EXHIBIT B

Date

10 11

12

Key Legend

C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases
E = Equipment

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

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Date

Administrator

Page 2 of

Financial Officer

Key Legend

C = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases

E = Equipment

I = Indirect Costs

T = Travel

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

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	Administrator		Date			Financial Officer	•	Date			
											

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PALM BEACH COUNTY SHERIFFS OFFICE

RIC L. BRADSHAW, SHERIFF





SCOTT SCRIVNER
POLICE ATHLETIC LEAGUE
PHONE: (561) 688-4087

FAX: (561) 688-4188

EMAIL: scrivners@pbso.org

March 27, 2007

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

Dear Mr. Eshleman,

Palm Beach County PAL, Inc. is not required by law to carry worker's compensation insurance, PAL does not employee or pay any employees. If there are any further questions, please feel free to contact me at (561) 688-4087.

Thanks you very much for your assistance with this process and we look forward to working with you in the future.

Respectfully,

Scott Serivner, Director

Palm Beach County PAL, Inc.