

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 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 Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated for the period May 1, 2007, through January 15, 2009, in an amount not-to-exceed \$5,000 for the Diamond Club Senior Recreational Program.

Summary: This funding is to help offset the cost of the Diamond Club Senior Recreational Program at the Ruth Rales Jewish Family Service of South Palm Beach County (Ruth Rales). The Agreement allows for the reimbursement of eligible project costs incurred by Ruth Rales subsequent to March 1, 2007. Funding is from the Recreation Assistance Program. District 5 (AH)

Background and Justification: Ruth Rales is a non-sectarian human services agency for people of all ages and backgrounds that provides counseling, programs and services for seniors, families and youth, community outreach, social and educational programs, financial assistance, and volunteer opportunities. Ruth Rales offers the Diamond Club Senior Recreational Program to approximately one hundred seniors aged 75 and older to provide social, recreational, and support opportunities for senior citizens. The Diamond Club Program members meet once a week to discuss current events, social issues, and families; enjoy speakers and entertainment; and become actively involved in community service work.

The total cost of the Diamond Club Program is approximately \$42,000 for socialization programs, case management services, recreational materials, transportation, food, and other miscellaneous program expenses. The \$5,000 from the Recreation Assistance Program - District 5 will help offset a portion of those costs. The Agreement has been executed on behalf of Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

4/3/07
Date

Approved by: 
Assistant County Administrator

4/16/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R905
 Object 8201 Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Recreation Assistance Program

District 5 3600-583-R905-066-8201 \$5,000

C. Departmental Fiscal Review: *cm whl mast*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John Dink 4-10-07
 OFMB *4/10/07*
mf ON 4/15/07

Jim J. Jacobson 4/11/07
 Contract Development and Control
E. Jones 4/11/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgand 4/12/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
RUTH RALES JEWISH FAMILY SERVICE OF SOUTH PALM BEACH COUNTY,
INCORPORATED FOR THE DIAMOND CLUB SENIOR RECREATIONAL PROGRAM**

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 Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated, a Florida not-for-profit Corporation, hereinafter referred to as "Ruth Rales."

WITNESSETH:

WHEREAS, Ruth Rales is a non-sectarian human services agency for people of all ages and backgrounds that provides counseling, programs and services for seniors, families and youth, community outreach, social and educational programs, financial assistance, and volunteer opportunities; and

WHEREAS, Ruth Rales offers the Diamond Club Senior Recreational Program (Program) to approximately one hundred (100) seniors aged seventy five years and older; and

WHEREAS, the Program provides social, recreational, and support opportunities for participants; and

WHEREAS, Diamond Club members meet once a week to discuss current events, social issues, and families; enjoy speakers and entertainment; and become actively involved in community service work; and

WHEREAS, the total cost of the Program is approximately \$42,000 for socialization programs, case management services, recreational materials, transportation, food, and other miscellaneous program expenses; and

WHEREAS, Ruth Rales has requested that County provide \$5,000 to help offset expenses for the Program; and

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

WHEREAS, senior citizen programs and recreational activities serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not-to-exceed \$5,000 to Ruth Rales for the Diamond Club Senior Recreational Program for socialization programs, case management services, recreational materials, transportation, food, and other miscellaneous program 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 Ruth Rales 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 Ruth Rales. Said information shall list each invoice paid by Ruth Rales and shall include the vendor invoice number; invoice date; and the amount paid by Ruth Rales along with the number and date of the respective check or proof of payment for said payment. Ruth Rales shall attach a copy of each vendor invoice paid by Ruth Rales 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, Ruth Rales' Program Administrator and Project Financial Officer shall certify the total funds spent by Ruth Rales on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Ruth Rales and approved by Ruth Rales as indicated.

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

6. Ruth Rales 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. Ruth Rales shall be responsible for operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until January 15, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Ruth Rales is in default of its obligations under this Agreement, the County shall provide Ruth Rales thirty (30) days written notice to cure the default. In the event Ruth Rales 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 Ruth Rales for the Project deemed to be in default and Ruth Rales shall return any County RAP funds already collected by Ruth Rales 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. Ruth Rales shall complete the Project by October 15, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2007, through October 15, 2008. Ruth Rales 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 15, 2009. Upon written notification to County at least ninety (90) days prior to that date Ruth Rales may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Ruth Rales's request for said extension.

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

13. Ruth Rales 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 Ruth Rales. 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 Ruth Rales 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, Ruth Rales 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 Ruth Rales, 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 Ruth Rales is eligible to receive reimbursement from the County.

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

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

Automobile. Community Center shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Community Center or by anyone employed by or contracting with Community Center. Should Community Center use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Community Center and Palm Beach County as Additional Insured.

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

Additional Insured. Ruth Rales 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." Ruth Rales shall provide the Additional Insured

endorsements coverage on a primary basis.

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

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

18. Ruth Rales shall maintain books, records, documents and other evidence that