Agenda Item #: 3.M.27.

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date: May 1, 2007

[X] Consent [] Ordinance [] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

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 Inner City Youth Golfers' Incorporated (ICYG) for the period May 1, 2007, through June 30, 2008, in an amount not-to-exceed \$10,000 for operational expenses for the South County and Glades areas youth golf programs.

**Summary:** This funding is to help offset costs for ICGY's operational expenses for youth golf programs in the South County and Glades areas. The programs serve approximately 400 youth. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to March 1, 2007. Funding is from the Recreation Assistance Program (RAP) – District 4. <u>Districts 4 & 6</u> (AH)

**Background and Justification:** ICYG is a not-for-profit organization whose mission is to refocus youth to become productive citizens, and be positive role models for others. ICYG provides youth from the South County and Glades areas with an opportunity to participate in the ICYG Youth Golf Day at the Village of Golf Club, attend the golf clinic during the annual Kids' Fitness Festival at the South Florida Fairgrounds, and participate in other golf camps and clinics that ICYG sponsors. Programs and events take place at Palm Beach County schools, Palm Beach County parks in the South County and Glades areas, municipal summer youth programs, and other local facilities, in partnership with the Palm Beach County Sports Institute and golf associations and facilities.

The total cost of ICYG 's activities for the South County and Glades areas is approximately \$10,000 for golf equipment, supplies, instructional personnel for golf camp and clinic activities, golf operational expenses, golf learning tools, insurance costs, and other miscellaneous ICYG operational expenses. The \$10,000 from the Recreation Assistance Program - District 4 will help offset the cost for the ICYG programs and activities in the South County and Glades areas. The Agreement has been executed on behalf of Inner City Youth Golfers' Incorporated, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

· · · · · · · · · · · · · · · · · · ·		
Recommended b	y: Manus / Millan	413/07
	Department Director	Date
Approved by:	Jah	4/23/07
· · ·	Assistant County Administrator	Date

# **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- <u>10,000</u> -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	<u>10,000</u>	0	0	0	
# ADDITIONAL FTE POSITIONS (Cumulative)					
ls Item Included in Curre Budget Account No.:	nt Budget? Fund <u>36(</u> Object <u>8</u> 2	0 Departmen		<u>R904</u>	
B. Recommended Source	ces of Fund	s/Summary of	Fiscal Impact	:	
Recreation Assistan	ce Program				
District 4	3600-583-	R904-078-8201	\$10,000		
C. Departmental Fiscal I	Review:	m	haln	af	
	<u>111</u>	REVIEW COM	MENTS		
A. OFMB Fiscal and/or (	Contract De	velopment and	Control Com	ments	
Aforthe 4-10	19/07 (17/6)	1 -	ffm <sup>*</sup> Sontract Devel	f. focole project and Co B. Jean 4/ 14/07	ntrøl
B.' Legal Sufficiency:	11	-	This Con contract 1	tract complies with c eview requirements.	Dur
Assistant County Attorn	19  07 ey				

C. Other Department Review:

**Department Director** 

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP06-07\District 4\Inner City Youth Golfers\Agenda.doc

2.

# AGREEMENT BETWEEN PALM BEACH COUNTY AND INNER CITY YOUTH GOLFERS' INCORPORATED FOR FUNDING OF OPERATIONAL EXPENSES FOR SOUTH COUNTY AND GLADES AREAS

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 Inner City Youth Golfers' Incorporated, a Florida not-for-profit corporation, hereinafter referred to as "ICYG".

# WITNESSETH:

WHEREAS, ICYG is a not-for-profit organization whose mission is to refocus youth to become productive citizens, and be positive role models for others; and

WHEREAS, ICYG provides youth from the South County and Glades area with an opportunity to participate in the ICYG Youth Golf Day at the Village of Golf Club, attend the golf clinic during the annual Kids' Fitness Festival at the South Florida Fairgrounds, and to participate in other golf camps and clinics that it sponsors; and

WHERAS, said programs and events take place at Palm Beach County schools, Palm Beach County parks in the South County and Glades areas, municipal summer youth programs, and other local facilities in partnership with the Palm Beach County Sports Institute and golf associations and facilities; and

WHEREAS, ICYG's events and activities serve approximately four hundred (400) youth between the ages of eleven (11) and seventeen (17) annually; and

WHEREAS, the ICYG's activities for the South County and Glades areas cost approximately \$10,000 annually; and

WHEREAS, ICYG has requested that County provide \$10,000 to help offset costs for operational expenses for South County and Glades area ICYG programs to include golf equipment, supplies, instructional personnel for golf camp and clinic activities, golf operational expenses, golf learning tools, insurance costs, and other miscellaneous ICYG operational expenses; and

WHEREAS, funding for ICYG's South County and Glades operational expenses in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) – District 4; and

WHEREAS, motivational and sports related programs for youth 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 \$10,000 to ICYG to help offset costs for operational programs for South County and Glades area youth golf programs to include golf equipment, supplies, instructional personnel for golf camp and clinic activities, golf operational expenses, golf learning tools, insurance costs, and other miscellaneous ICYG expenses, as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to ICYG 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 ICYG. Said information shall list each invoice paid by ICYG and shall include the vendor invoice number; invoice date; and the amount paid by ICYG along with the number and date of the respective check or proof of payment for said payment. ICYG shall attach a copy of each vendor invoice paid by ICYG 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, ICYG's Program Administrator and Project Financial Officer shall certify the total funds spent by ICYG on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by ICYG and approved by ICYG as indicated.

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

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

8. The term of this Agreement shall be until June 30, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event ICYG is in default of its obligations under this Agreement, the County shall provide ICYG thirty (30) days written notice to cure the default. In the event ICYG 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 ICYG for the Project deemed to be in default and ICYG shall return any County RAP funds already collected by ICYG 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. ICYG shall complete the Project by March 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2007, through March 30, 2008. ICYG shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 30, 2008. Upon written notification to County at least ninety (90) days prior to that date ICYG may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny ICYG's request for said extension.

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

13. ICYG 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 ICYG. 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 ICYG 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, ICYG 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 ICYG, 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 this Agreement for which ICYG is eligible to receive reimbursement from the County.

16. ICYG 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 ICYG are not intended to and

shall not in any manner limit or qualify the liabilities and obligations assumed by ICYG under this Agreement.

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

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

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

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

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

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

19. The County and ICYG 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, ICYG 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 ICYG: Executive Director Inner City Youth Golfers' Incorporated P.O. Box 31901 Palm Beach Gardens, FL 33420

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.

By:

By:

Title

Chairperson

**INCORPORATED** 

ATTEST: SHARON R. BOCK, Clerk & Comptroller

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

NOWLES

Commissioner Addie L. Greene,

C 11

HAIRMAN

**INNER CITY YOUTH GOLFERS'** 

FEI Number: 65-0978868

Name (Type or Print)

By:

Deputy Clerk

WITNESSES: mo

#### APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Signature
APPROVED AS TO TERMS AND

By:

County Attorney

CONDITIONS MAI By

Dennis L. Eshleman, Director Parks and Recreation Department

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

#### **BACKGROUND INFORMATION**

Name of Agency: Inner City Youth Golfers', Incorporated Mailing Address: P.O Box 31901 Palm Beach Gardens, FL 33420 FEI Number: 65-0978868 Name of Chairman/President: Malachi Knowles

Name of Executive Director: Esmeralda H. Knowles

Project/Project Liaison Information: Name: **Malachi Knowles, Chairman** Telephone #: 561-844-8774 Fax #: 561-863-3299 E-mail: icyginc@aol.com

### **PROJECT/PROGRAM INFORMATION**

- 1. Name of Project/Program: Operational Expenses for ICYG Programs
- 2. Project/ Program Description
  - General (Project Scope): To cause some of our youth to refocus on doing the "right thing", becoming productive citizens and positive role models for others.
  - Public Purpose: To fill a seriously needed community void for atrisk children of ages 11 – 18: to provide South County and Glades youth an opportunity to participate in the ICYG Youth Golf Day at the Village Golf Club; Golf Clinic during the Annual Kids Fitness Festival at the South Florida Fairgrounds; implement other golf camps and clinics while keeping our youth off of the streets.
  - Location: Palm Beach County Schools; Palm Beach County Parks in South County and the Glades; municipal summer programs for youth; other local facilities in partnership with the Palm Beach County Sports Institute/Commission and other golf associations at available select golf facilities.
  - Anticipated Number of Participants/Users: 400.

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> Golf equipment, supplies, instructional personnel for golf camp and clinic activities, golf operational expenses, golf learning tools vand "other miscellaneous project/program expenses."

> EXHIBIT A Page 1 of 2

4. Estimated Lump Sum Total for Project/Program

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame,  $M_{\rm arch,1,200}$  to March 30, 2008.

(Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Articles of Incorporation: <u>X</u> Certificate of Insurance <u>X</u>

Amount of Recreation Assistance Program Funding awarded

<u>\$10,000.00</u> District <u>4</u>

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

EXHIBIT A Page 2 of 2



# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

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EXHIBIT B

CONTR	ACT	PAYMENT	REQUEST

	-			
			Date	
Grantee		· .	Project Name:	
Submission #:	· · · · · · · · · · · · · · · · · · ·	· .	Reimbursement Period:	
•			Project Costs	Cumulative
tem		<u>Key</u>	This Submission	Project Costs
Contractual Servi	Ces	(C)		· · ·
Salary & Wages (	% of salaries)	(S)		
		(-)	<u></u>	
Materials, Supplie	es, Direct Purchases	<b>(M)</b>		
Equipment		(E)		
Fravel		(T)		
		· .		
ndirect Costs		(I)		
	TOTAL PROJECT COSTS			
Koulogand	C = Contractual Services S = Salary & Wages			
Key Legend				
	M = Materials, Supplies, Direct P E = Equipment	urchases		
	E = Equipment T = Travel 1 = Indirect Costs	urchases		
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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

Page 2 of

#### Key Legend

C = Contractual Services S = Salary & Wages

M = Materials, Supplies, Direct Purchases E = Equipment

T = Travel

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

**EXHIBIT B** (cont'd.)

21	I = Indirect Costs							
		L		Check or Voucher		Invoice		
#	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.

Ac	Imir	nistr	ato

Date

Financial Officer

Date

Page 3 of

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ACORD 25 (2001/08)

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Inner City Youth Golfers' Incorporated

March 8, 2007

Susan W. Yinger Administrative Support Manager Department of Parks & Recreation Palm Beach County 2700 6<sup>th</sup> Avenue South Lake Worth, FL 33461

Dear Ms. Yinger:

Subject: Workman's Comp Coverage

With regards to "Workman's Comp Coverage", we are not required to have coverage because fewer than three persons are employed. We currently have no salaried employees.

Thanks for your assistance in implementing the approval of our Recreation Assistance Program (RAP) – District 4 for \$10,000.00 from Commissioner McCarty.

Sincerely,

Malsch

Malachi Knowles Founder

> P.O. Box 31901 • Paim Beach Gardens, FL 33420 Tel (561) 844-8774 • Fax (561) 863-3299 e-mail: icyginc@aol.com • www.icyg.org (A 501(c)(3) tax exempt organization)