Agenda Item #: 3.M.1.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	May 15, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Departmen	<u>t</u>	
Submitted For	: Parks and Recreation Departmen	<u>t</u>	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Expanding and Preserving Our Cultural Heritage, Inc. (EPOCH) for the period May 15, 2007, through December 30, 2007, in an amount not-to-exceed \$7,500 for the Kids Cultural Club Program.

Summary: This funding is to help offset operational expenses for EPOCH's Kids Cultural Club, which serves approximately 300 children and youth in the South County area. The Agreement allows for the reimbursement of eligible project costs incurred by EPOCH subsequent to October 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: EPOCH is a not-for-profit organization whose purpose is to offer cultural education (past and present) and life enrichment skills to underserved children and youth in the south county area. EPOCH' Kids Cultural Club is a year-round program designed to support, mentor, and empower youth in their personal growth and development through a series of insightful activities, individual/group/intergenerational mentoring experiences, and cultural education activities. The Kids Cultural Club meets at the Spady House Cultural Heritage Museum, Boys and Girls Club of Delray Beach, and Delray Full Service Center.

The total cost of 2007 operational expenses for the Kids Cultural Club is approximately \$130,848 for personnel costs, education programs, materials and supplies, contractual services, and other miscellaneous expenses. The \$7,500 from RAP - District 7 will help offset a portion of those costs. The Agreement has been executed on behalf of Expanding and Preserving Our Cultural Heritage, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

-		
Recommended by:	Dennis Indelman	4/24/07
	Department Director	Date
Approved by:	Jala	5/7/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary o	f Fiscal Impa	act:			
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	-0- 7,500 -0-) -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	7,500	0	0-	0-	0-
# ADDITIONAL FTE POSITIONS (Cumulative)		· · · · · · · · · · · · · · · · · · ·			
Is Item Included in Curre Budget Account No.:	_	<u>Departmer</u>		<u>R907</u>	
B. Recommended Source	ces of Funds	s/Summary of	Fiscal Impact:	:	
Recreation Assistan	ce Program				
District 7	3600-583-F	R907-113-820 ⁻	1	\$7,500	
C. Departmental Fiscal	Review:	ckopila	kis		
	<u>III.</u>	REVIEW COM	<u>IMENTS</u>		
A. OFMB Fiscal and/or	Contract Dev	elopment and	d Control Com	ments:	
B. Legal Sufficiency:	97 mg (N) 4/27/074/25	t1 —	Comtract Devel	opphent and of the Jones 5/1/	
Assistant County Attorn	5/7/07 ney			eview requirements	
C. Other Department Re	eview:				

REVISED 10/95 ADM FORM 01

Department Director

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AGREEMENT BETWEEN PALM BEACH COUNTY AND EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC. FOR FUNDING OF THE EPOCH KIDS CULTURAL CLUB

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 Expanding and Preserving our Cultural Heritage, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "EPOCH"."

WITNESSETH:

WHEREAS, EPOCH is a not-for-profit organization whose purpose is to offer cultural education (past and present) and life enrichment skills to underserved children and youth in the south county area; and

WHEREAS, EPOCH sponsors the Kids Cultural Club, which is a year round program designed to support, mentor, and empower youth in their personal growth and development through a series of insightful activities, individual/group/intergenerational mentoring experiences, and cultural education activities; and

WHEREAS, the Kids Cultural Club meets at the Spady House Cultural Heritage Museum, Boys and Girls Club of Delray Beach and Delray Full Service Center, and serves approximately three hundred (300) children and youth from ages six (6) through (18) annually; and

WHEREAS, the total cost of annual operational costs for the Kids Cultural Club is approximately \$130,848 for personnel costs, education programs, materials, and supplies, contractual services, and other miscellaneous expenses; and

WHEREAS, EPOCH has requested that County provide \$7,500 to help offset expenses for the Kids Cultural Club; and

WHEREAS, funding for the Kids Cultural Club in an amount not-to-exceed \$7,500 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, community programs benefiting children of Palm Beach County are 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 \$7,500 to EPOCH for the Kids Cultural Club Program for personnel costs, education programs, materials, and supplies, contractual services, and other miscellaneous expenses related to the Kids Cultural Club Program, 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 EPOCH 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 EPOCH. Said information shall list each invoice paid by EPOCH and shall include the vendor invoice number; invoice date; and the amount paid by EPOCH along with the number and date of the respective check or proof of payment for said payment. EPOCH shall attach a copy of each vendor invoice paid by EPOCH 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, EPOCH's Program Administrator and Project Financial Officer shall certify the total funds spent by EPOCH on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by EPOCH and approved by EPOCH as indicated.
- 3. EPOCH incurred expenses for the Project beginning on October 1, 2006. Those costs incurred by EPOCH for the Project, approved and submitted accordingly by EPOCH 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 EPOCH 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. EPOCH warrants that it is an active not-for-profit corporation, duly chartered and

registered with the Florida Department of State, Division of Corporations.

- 6. EPOCH 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. EPOCH shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until December 30, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event EPOCH is in default of its obligations under this Agreement, the County shall provide EPOCH thirty (30) days written notice to cure the default. In the event EPOCH 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 EPOCH for the Project deemed to be in default and EPOCH shall return any County RAP funds already collected by EPOCH 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. EPOCH shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2006, through September 30, 2007. EPOCH shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2007. Upon written notification to County at least ninety (90) days prior to that date EPOCH may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny EPOCH's request for said extension.
- 12. In the event EPOCH 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 EPOCH. The determination that EPOCH has ceased or suspended the Project shall be

made by County and EPOCH agrees to be bound by County's determination.

- 13. EPOCH 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 EPOCH. 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 EPOCH 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, EPOCH 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 EPOCH, 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 EPOCH is eligible to receive reimbursement from the County.

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, EPOCH 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, EPOCH shall demonstrate financial accountability

through the submission of acceptable financial audits performed by an independent

auditor.

18. EPOCH 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 EPOCH,

County shall have the right to inspect and audit said books, records, documents and other

evidence during normal business hours.

19. The County and EPOCH 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, EPOCH 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

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As to EPOCH:

Executive Director Expanding and Preserving Our Cultural Heritage, Inc. (EPOCH) 170 N.W. 5th Avenue, Delray Beach, FL 33444

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 IT BOARD OF COUNTY COMMISSIONERS
Deputy Clerk WITNESSES: Many Month Dairy Fulton	Commissioner Addie L. Greene, Chairperson EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC. FEI Number: 35-0688730 By: Vera K. Farrington Name (Type or Print) Title: resident By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:	APPROVED AS TO TERMS AND CONDITIONS By Many Many
County Attorney	Dennis L. Eshleman, Director Parks and Recreation Department

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

BACKGROUND INFORMATION

Name of Agency: Expanding & Preserving Our Cultural Heritage, Inc (EPOCH)

Address: 170 N.W. 5h Ave. Delray Beach, FL 33444

Federal Employer Identification Number: 65-0687303

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Name of President: Vera Farrington

Name of Executive Director: Daisy Fulton

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Name: Daisy Fulton

Telephone #: (561) 279-8883

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to the mail: dfulton@spadymuseum.org 1979 of the unit on the encountry that the test of the control of the cont

PROJECT/PROGRAM INFORMATION

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2. Project Description

• General (Project Scope): <u>EPOCH Kids Cultural Club</u> is built on the knowledge that there is power in bridging the divide between the culture of past and present generations. Parents and grandparents have expressed their concerns that "young people just don't understand how it was" and, therefore, how important it is for the young people to learn about their heritage in order to use it as a strength in preparing themselves for their own futures.

This year round program focuses on the underserved and at-risk children. The program is designed to support, mentor, and empower youth in their personal growth and development. Through a series of insightful activities, individual/group/intergenerational mentoring experiences and cultural educational modules/workshops, elementary through high school children will explore and experience the world around them as it relates to understanding their cultural heritage, having respect for themselves and others; researching their family histories; and fostering civic responsibility.

The program components are built on cultural education (past and present) and life enrichment skills. EPOCH Kids Cultural Club modules and activities are currently organized at increasing levels of competency based on the children's age and development. Activities involve about 15 to 25 children in each of the three age streams (ages 6–9, 10–14, and 15–18). From these program activities/models future activities/models will be established.

- Public Purpose: This program offers cultural education (past and present) and life enrichment skills to the underserved children and youth in our community.
- Location: Spady Cultural Heritage Museum, Boys and Girls Club of Delray Beach and Delray Full Service Center
- Anticipated Number of Participants/Users: 300 participants

Mosauria fonst

3. Project 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". Do not include expenditure line item budget/amounts.

Education Programs Material, Supplies, etc.---- \$26,850

4. Estimated Lump Sum Total for Project \$130,848

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project will be completed and all invoices paid). October 1, 2006 to September 30, 2007

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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 at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance - Enclosed

Form available online by request. Contact Susan Yinger at synight @pbcgov.com have a decided a group of the contact of the con

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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs	}					
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		PBC USE ONLY		
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:	County Obligation To Date	\$		
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	County Funds Due this Billing	\$		
	Reviewed and Approved By:			1.0
₹ .		PBC Project Administrator	Date	
	-	Department Director	Date	



Key Legend
C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases

E = Equipment T = Travel

	PALM BEACH COUNTY
	PARKS AND RECREATION DEPARTMENT
CO	NTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B

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	Administrator			Date		· .	Financial Officer			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 (cont'd.)

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				and are available	e ioi audit upoii	request.	
			•				
					Financial Officer		

			THIS CERT	IFICATE IS ISSUE	C EOFTY, YZV4 EPOCH-1 ED AS A MATTER OF IN	02/27/07 FORMATION			
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Jan. Phone	es Drako No. 954-938-2685 Fee	to. 954-938-2695	COMPANY	COMPANY					
INSUR			COMPANY	Great Ameri	can Insurance				
	EPOCH, Inc. Clarence Vaughn 17 NW 4th Avenue		COMPANY						
11	Delray Beach FL 33	344	D	,					
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A NOT-FOR-PROFIT
ORGANIZATION DEDICATED TO
PRESERVING AND
COMMUNICATING THE
CULTURALLY DIVERSE HISTORY
OF SOUTH FLORIDA

Expanding & Preserving Our Cultural Heritage, Inc. 170 NW 5th Avenue Delray Beach, FL 33444 Phone: 561-279-8883 Fax: 561-279-2230 www.spadymuseum.org

President Vera R. Farrington

1st Vice President Clarence M. Vaughn

2nd Vice President Mark Reingold, Esq.

Treasurer Clarence M. Vaughn

Secretary Kenneth Howard

Board Members
Perry Brown
Col. William J. Condry
Clifford Durden
Mildred George
Ralph B. Johnson
Rosalind Murray
Alfred Straghn

Memorialized Member C. Spencer Pompey

Executive DirectorDaisy M. Fulton

Museum Advisory Board Dr. I.C. Spivey Spiritual Advisor

W. Rod Faulds, Director FAU University Galleries

Dorothy Patterson, Archivist Delray Beach Historical Society

"Until the lions have their historians the tales of the hunt will continue to glorify the hunter." ...an African proverb February 28, 2007

Palm Beach County
Parks and Recreation Department
2700 6th Ave.
Lake Worth, FL 33461

Dear Sir/Madam:

The non-profit organization Expanding & Preserving Our Cultural Heritage, Inc. (EPOCH) has fewer than four employees and is not required to carry Worker's Compensation insurance.

Sincerely,

Daisy M. Julian

Daisy M. Fulton

Executive Director

cc: Vera R. Farrington-President