Agenda Item #: 3.M.6.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	May 15, 2007	[X] Consent	[] Regular
,		[] Ordinance	[] Public Hearing

Department: Parks and Recreation

Attachment: Agreement

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 The Center for Youth Activities, Inc. for the period May 15, 2007, through December 1, 2007, in an amount not-to-exceed \$60,000 for funding of after school programs.

Summary: This funding is to assist with operational expenses for The Center for Youth Activities, Inc.'s (Center) after school programs. The programs are operated year-round and serve approximately 90 youth. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to September 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. <u>District 5</u> (AH)

Background and Justification: The Center is a not-for-profit organization that has developed after school recreational programs for youth held at the Youth Activity Center in Veterans Park. The programs provide safe, nurturing, after school, holiday, and summer programs for youth from low income families. Programs provided by the Center include after school transportation, field trips, special events, food, tutors, sports, recreational activities such as computer classes, tennis classes, sports training for golf, basketball and fishing, organizing and performing cultural events, and miscellaneous educational, cultural, and recreational activities.

The total annual cost is approximately \$65,000 for personnel costs, field trips, special events, insurance, transportation costs, and other miscellaneous expenses associated with the After School program. The \$60,000 from RAP - District 5 will offset most of the annual operational cost for the Center. The Agreement has been executed on behalf of The Center for Youth Activities, Inc., and now needs to be approved by the Board of County Commissioners.

Recommended by: Department Director $\frac{4/24/07}{Date}$

Approved by:

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- 60,000 -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	60,000	0	0	0	0-
# ADDITIONAL FTE POSITIONS (Cumulative)		<u> </u>			-
Is Item Included in Currer Budget Account No.:		Department _		<u>905</u>	
B. Recommended Source	es of Funds/S	ummary of Fis	scal Impact:		
Recreation Assistan	ce Program				
District 5	3600-583-R90	05-068-8201	\$60,000		
C. Departmental Fiscal I	Review:	ckopela	akis'		
	III. RE	EVIEW COMM	<u>ENTS</u>		
A. OFMB Fiscal and/or 0	Contract Devel	opment and C	Control Comm	ents:	
B! Legal Sufficiency:	07 Tuf (N) 25/7 4/27/07 4/25/7	611/0/00		ment and Connect complies with o	5/3/01 trol ur
Assistant County Attorn	ey				
C. Other Department Re	view:				
Department Director					

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CENTER FOR YOUTH ACTIVITIES, INC. FOR AFTER SCHOOL PROGRAMS

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 The Center for Youth Activities, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Center".

WITNESSETH:

WHEREAS, Center has developed after school recreational programs ("Programs") for youth, which are held at the Youth Activity Center in Veterans Park; and

WHEREAS, Programs provide safe, nurturing after-school, holiday and summer programs for youth from low income families; and

WHEREAS, Programs as provided by Center include after school transportation, field trips, special events, food, tutors, sports, recreational activities such as computer classes, tennis classes, sports training for golf, basketball and fishing, organizing and performing cultural events, and miscellaneous educational, cultural and recreational activities; and

WHEREAS, Center's Programs serve approximately ninety (90) youth from ages five (5) to eighteen (18) and their parents; and

WHEREAS, the budget for Center's Programs includes personnel, field trips, special events, insurance, transportation costs, and other miscellaneous expenses associated with the Programs; and

WHEREAS, Center has requested that County provide \$60,000 to assist in the payment of expenses for said Programs; and

WHEREAS, the Programs are estimated to cost approximately \$65,000 annually; and

WHEREAS, funding for the Programs in an amount not-to-exceed \$60,000 is available from District 5 Recreation Assistance Program (RAP) reserves; and

WHEREAS, after school programs for youth 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 \$60,000 to Center for Programs for personnel, field trips, special events, insurance, transportation costs, and other miscellaneous expenses associated with the Programs, as set forth in Exhibit "A", hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to Center 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 Center. Said information shall list each invoice paid by Center and shall include the vendor invoice number; invoice date; and the amount paid by Center along with the number and date of the respective check or proof of payment for said payment. Center shall attach a copy of each vendor invoice paid by Center 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, Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Center and approved by Center as indicated.
- 3. Center incurred expenses for the Project beginning on September 1, 2006. Those costs incurred by Center for the Project, approved and submitted accordingly by Center subsequent to September 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 Center 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. Center warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Center 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. Center 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 1, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Center is in default of its obligations under this Agreement, the County shall provide Center thirty (30) days written notice to cure the default. In the event Center 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 Center for the Project deemed to be in default and Center shall return any County RAP funds already collected by Center 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. Center shall complete the Project by September 1, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2006, through September 1, 2007. Center 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 1, 2007. Upon written notification to

County at least ninety (90) days prior to that date Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Center's request for said extension.

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

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

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

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

Automobile. 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 Center or by anyone employed by or contracting with Center. Should 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 Center and Palm Beach County as Additional Insured.

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

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

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

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

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

- 19. The County and Center 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, Center 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 Center:

Executive Director
The Center for Youth Activities, Inc.
P.O. Box 970873
Boca Raton, FI 33497

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 Commission	By: Ler Committee Addie L. Greene, Chairperson
Withesses: Wear W. Jungs Decourse Summet	THE CENTER FOR YOUTH ACTIVITIES, INC. FEI Number: 650416165 By: Elleh Joy Vahab Name (Type or Print Title: executive director By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Agency. The Center for Youth Activities, Inc. Mailing Address: 900 Palmetto Park Road, Boca Raton Fl 33428 Federal Employer Identification Number: 65-0416165

Name of President: Philip Bloom

Name of Executive Director: Ellen Joy Vahab

Project Liason Information:

Name: The Center for Jount, Activities, Inc. Telephone #: (561)883-9325

Fax #: (561)883-9124

E-mail: YACenter@aol.com

Purpose/ Mission of Agency:

To provide a healthy environment for youth development through programs that ewmphasize academics, family values, social skills enhancement and self sufficiency.

PROJECT INFORMATION

- 1. Name of Project: After School Programs
- 2. Project Description
- General (Project Scope): YAC picks up children from 6 different schools in Palm Beach County and is open to all during summer and holidays
- Public Purpose: To provide a positive environment for youth development. The Center offers various academic, social and recreational activates for children age 5 through 12
- Location and Date: 9400 Palmetto Park Road Boca Raton, Florida 33428
- Anticipated Number of Participants: YAC is liscensed for 108 children Presently, there are between 80 and 90 people in the building daily
- 3. Project Elements: Expenditures would include personnel such as tutors, teachers, and sports instructors for tennis (year round). Also field trips and other special events, as well as insurance and gas for the vehicles used
- 4. Estimated Lump Sum of Project: \$60,000 to \$70,000
- 5. Project Initiation date: Sept 1, 2006 to Sept 1, 2007
- 6. Required Attatchment: Cerificate of Inusrance



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

		Date	ė.		
Grantee		Project	Name:		
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alary & Wages (% of salaries)	(S)	· .	_		
laterials, Supplies, Direct Purchases	(M)				··········
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ravel	(T)		· ·		
direct Costs	(1)	·	_		
TOTAL PROJECT COSTS	6				===
Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases				
Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.		been maintaine	ed as require	fy that the documenta ed to support the proje and is available for au	ect
Administrator Date		Financial Office	ər	Date	
					•

	PBC USE ONLY		
County Funding Participation	\$		
Total Project Costs To Date:	\$		
County Obligation To Date	\$		
County Retainage (%)	\$		
County Funds Previously Disburse	d \$	G. Landing	
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

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXH	IBIT	В

I = Indirect	t Costs				Dat	te	-				
Grantee:				-	Proje	ect Name:					
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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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	Administrator		Dale					= -10 0

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vit	e is extended to the lease ics, Inc. # 0103074 (Effec	etive 04.17.06)	employer (Fic	rida Operation	ns Only): The Center	for Youth
LAI	MER: This Certificate of	Insurance does not const	itute a contra	ot between the	e issuing insurer(s)	, authorized
r t	ntative or producer, and the coverage afforded by the	the certificate holder, note policies listed thereo	or does it aff m.	irmatively or	negatively amend, e	xtend or
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Suite 330 DELANDO, FL 32801	ALTERT	HE COVERAGE	ATE DOES NOT AMEND, AFFORDED BY THE POL	extend or Cies Below.
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Vinter Haven, ft 33880	INSURER C	· · · · · · · · · · · · · · · · · · ·	, , , , , , , , , , , , , , , , , , , 	
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7.41 Ph. 1.6	INSURER E;			
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rage is extended to the leased employers of alternativities, Inc. # 0103074 (Effective D4.17.06)	te employer (Flo	rida Operatio	ns Only): The Center:	for Youth
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