Agenda Item #: 3.M.5.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 5, 2007 [X] Consent [] Regular [] Ordinance [] 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 Young Singers of the Palm Beaches, Inc. for the period June 5, 2007, through October 31, 2007, in an amount not-to-exceed \$8,000 for funding of the Performance Tour at the National Festival of the States.

Summary: This funding is to help offset the travel costs for the Children's Community Choir's performance at a national festival in New York City in the summer of 2007. Sixty-three of the children and youth from Young Singers of the Palm Beaches, Inc. (YSPB) will represent Palm Beach County at this event. The Agreement allows for reimbursement of eligible project costs incurred subsequent to March 1, 2007. Funding is from Recreation Assistance Program (RAP) District 1 (\$6,000) and District 2 (\$2,000) Funds. District 7 (AH)

Background and Justification: YSPB is a not-for-profit organization whose mission is to train and provide the highest possible standard of vocal and musical training for children in Palm Beach County from ages eight through eighteen. It is the only stand-alone community children's choir in Palm Beach County not affiliated with any religious organization or school operated by a high quality, professional staff of music educators. The participants in the Children's Community Choir come from all over Palm Beach County and represent a diverse cultural and socio-economic make up. The corporate office for the organization is in District 7.

This RAP project is to assist with funding for the YSPB Children's Community Choir's participation in the National Festival of the States Tour in New York City to join with other singers from throughout the nation to sing and learn together, culminating in the presentation of a public concert at Carnegie Hall.

The total cost of the Performance Tour is approximately \$70,000. The \$8,000 from RAP – District 1 and District 2 will offset a portion of the expenses for music, administrative staff, plane tickets, hotels and meals, and other miscellaneous expenses related to the Performance Tour. The Agreement has been executed on behalf of Young Singers of the Palm Beaches, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:

Department Director

Approved by:

Appr

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- 8,000 -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	8,000	0	0	0-	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Currer Budget Account No.:		s <u>X</u> Department Program <u></u>		01 and R902	
B. Recommended Source	es of Funds/St	ummary of Fi	scal Impact:		
Recreation Assistan	ce Program				
District 1 District 2	3600-583-R90 3600-583-R90		Total	\$6,000 <u>\$2,000</u> \$8,000	
C. Departmental Fiscal F	Review:	ckopela	kis		- .
	III. RE	VIEW COMM	ENTS		
A. OFMB Fiscal and/or C	ontract Develo	opment and C	Control Comme	ents:	
WOFMB mg s/k/ B. Legal Sufficiency:	1,07 1,005/15/17		ontract Develop	ment and Contract 5/2	5)24/0 01 01
Assistant County Attorn	24 lo 7 ey			complies with our wrequirements.	
C. Other Department Re	view:				

REVISED 10/95 ADM FORM 01

Department Director

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AGREEMENT BETWEEN PALM BEACH COUNTY AND YOUNG SINGERS OF THE PALM BEACHES, INC. FOR THE PERFORMANCE TOUR AT THE NATIONAL FESTIVAL OF THE STATES

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 Young Singers of the Palm Beaches, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "YSPB".

WITNESSETH:

WHEREAS, YSPB's mission is to train and provide the highest possible standard of vocal and musical training for children in Palm Beach County from ages eight (8) through eighteen (18); and

WHEREAS, YSPB is the only stand-alone community children's choir in Palm Beach
County not affiliated with any religious organization or school and operated by a high
quality, professional staff of music educators; and

WHEREAS, the children participating in the Children's Community Choir come from all over Palm Beach County and represent a diverse cultural and socio-economic make up; and

WHEREAS, sixty three (63) young singers from YSPB will be representing Palm Beach County at the National Festival of the States Tour in New York City in the summer of 2007 to sing with nationally and internationally known conductors and with other singers from the United States; and

WHEREAS, the Performance Tour will bring singers from all over the nation together to sing, learn together from each other, and represent Palm Beach County in a public concert at Carnegie Hall; and

WHEREAS, the total cost of the Performance Tour is estimated to be approximately \$70,000 for music, transportation in New York City, administrative staff, plane tickets, hotels and meals, and other miscellaneous expenses related to the Performance Tour; and

WHEREAS, YSPB has requested funding in the amount of \$8,000 to help offset costs for the Performance Tour; and

WHEREAS, funding for the Performance Tour in the amount of \$8,000 is available from the Recreation Assistance Program (RAP) – District 1 (\$6,000) and District 2 (\$2,000); and

WHEREAS, offering music and cultural programs to serves 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 \$8,000 to YSPB for the Performance Tour at the National Festival of the States for music, administrative staff, plane tickets, hotels and meals, and other miscellaneous expenses related to the Performance Tour, 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 YSPB 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 YSPB. Said information shall list each invoice paid by YSPB and shall include the vendor invoice number; invoice date; and the amount paid by YSPB along with the number and date of the respective check or proof of payment for said payment. YSPB shall attach a copy of each vendor invoice paid by YSPB 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, YSPB's Program Administrator and Project Financial Officer shall certify the total funds spent by YSPB on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by YSPB and approved by YSPB as indicated.
- 3. YSPB incurred expenses for the Project beginning on March 1, 2007. Those costs incurred by YSPB for the Project, approved and submitted accordingly by YSPB 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 YSPB 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. YSPB warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. YSPB 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. YSPB shall be responsible for operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until October 31, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event YSPB is in default of its obligations under this Agreement, the County shall provide YSPB thirty (30) days written notice to cure the default. In the event YSPB 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 YSPB for the Project deemed to be in default and YSPB shall return any County RAP funds already collected by YSPB 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 8 above.
- 11. YSPB shall complete the Project by July 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2007, and July 31, 2007. YSPB shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2007. Upon written notification to County at least ninety (90) days prior to that date YSPB may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny YSPB's request for said extension.
- 12. In the event YSPB 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 YSPB. The determination that YSPB has ceased or suspended the Project shall be made by County and YSPB agrees to be bound by County's determination.

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

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

Commercial General Liability. YSPB 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. YSPB shall provide

this coverage on a primary basis.

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

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

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

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

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

19. The County and YSPB 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, YSPB 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 YSPB:

Executive Director Young Singers of the Palm Beaches, Inc. 701 East Okeechobee Boulevard West Palm Beach, FI 33401

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:
Deputy Clerk	Commissioner Addie L. Greene, Chairperson
WITNESSES:	YOUNG SINGERS OF THE PALM BEACHES INC.
Thol	FEI Number: 30-0193514 By: Beth Care Name (Type or Print) Title: MANAGN O REGUE
	By:Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:County Attorney	By: Minnis Illim
County Attorney	Dennis Eshleman, Director
	Parks and Recreation Department

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

Name of Agency: Young Singers of the Palm Beaches, Inc.

Mailing Address: 700 Okeechobee Blvd. Suite 305, West Palm Beach FL 33401

Federal Employer Identification Number: 30-0193514

Name of President: Beth Johnston Name of Executive Director: Beth Clark

Project Liaison Information: Name: Beth Clark

Telephone #: 561-659-2332

Fax #: 561-651-4391

e-mail: bethclark@yspb.org

PROJECT INFORMATION

- 1. Name of Project: Performance Tour at National Festival of the States
- 2. Project Description
 - General (Project Scope):
 The Young Singers of the Palm Beaches will be representing Palm Beach County at the National Festival of the States Tour in New York City. The singers will be singing with nationally and internationally

known conductors, as well as other singers from the United States.

- Public Purpose: To bring singers from all over the nation together to sing together, learn from each other as well as represent our county in a public concert at Carnegie Hall.
- Location: Carnegie Hall, New York City, New York
- Anticipated Number of Participants/Users: 63
- 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 expenses". Do not include expenditure line item budget/ amounts.

 Costs include music, transportation in New York City, administrative staff, plane tickets, hotels and meals.
- 4. Estimated Lump Sum Total for Project: \$70,000
- 5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). March 1, 2007 to July 31, 2007

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	_X

Amount of Recreation Assistance Program Funding awarded District 1 (\$6,000) and District 2 (\$2,000)

\$____\$8,000

(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			Project Name:	
ubmission #:			Reimbursement Period:	
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alary & Wages	(% of salaries)	(S)		
aterials, Suppli	es, Direct Purchases	(M)		
quipment		(E) .		
avel		(T) ,		
direct Costs		(1)		
<i>A</i> .	TOTAL PROJECT COSTS	;		
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct F E = Equipment	Purchases		
	T = Travel I = Indirect Costs			
expenses were	nereby certify that the above incurred for the work identifies the distribution in the attached progress		been maintained as require	y that the documentation has d to support the project nd is available for audit upon
dministrator	Date	***************************************	Financial Officer	Date
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County Funding Participation	\$		·	
Total Project Costs To Date:	\$			
County Obligation To Date		.		
County Retainage (%)	\$	·		
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County Funds Due this Billing		.		
Reviewed and Approved By:				· .
	PBC Project Adm	inistrator	Date	
en de la companya de La companya de la co	Department Direct	or	Date	

<u>Key Legend</u> **C** = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel

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PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

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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.)

			Check or	Voucher	Invoi	ce		
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				· .		Financial Officer		Date
	Administrator		Date			i mancial Officel		Date

L	C	ORD. CERTIFICA	ATE OF LIABILITY				DATE (MM/DD/YYYY) 3/7/2007
PROD	UCER			THIS CERT	ERTIFICATE		
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		Beaches, Inc.		INSURER B:			
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A			ZHN 7242048	11/05/06	11/05/07	PERSONAL & ADVINJURY	\$ 1,000,000
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Pa	lm ly	Beach County is an for the following /07.	Additional Insure	d with res	pect to Ge	eneral Liabili n 6/21/07 to	ty
CEF	TIFIC	CATE HOLDER		CANCELLATI	ON		
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