Agenda Item #: 3.M.7.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	June 19, 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 ASPIRA of Florida, Inc. for the period June 19, 2007, through December 1, 2007, in an amount not-to-exceed \$5,000 for funding of the Community Service Outreach Project.

Summary: This funding is to offset costs for the Palm Beach Division of ASPIRA of Florida, Inc.'s (ASPIRA) Community Service Outreach Project, which will involve approximately 15-20 participants. The Agreement allows for reimbursement of eligible project costs incurred subsequent to March 1, 2007. Funding is from Recreation Assistance Program (RAP) District 2 Funds. District 2 (AH)

Background and Justification: ASPIRA a not-for-profit organization whose mission is to provide educational and leadership development, dropout prevention, and family strengthening services to Latino and other minority youth and families. ASPIRA's objective is to develop the leadership potential of youth, motivate and assist youth in intellectual, personal, and cultural development, and advocate greater access to quality education and leadership opportunities. ASPIRA is coordinating a 26-week community service outreach project to involve Aspirantes club members in community projects and events such as the American Cancer Society's Revelo por Vida Event and other events and activities to be planned and implemented by the group.

The total cost of the Community Service Outreach project is \$5,000 for contractual services, personnel costs, operational expenses, and other miscellaneous expenses for the community service projects. The \$5,000 from RAP – District 2 will offset expenses for the project. The Agreement has been executed on behalf of ASPIRA of Florida, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement							
Recommended by:	Department Director	5-18-07 Date					
Approved by:	Assistant County Administrator	5/31/07 Date					

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	f Fiscal Impact	:										
Fiscal Years	2007	2008	2009	2010	2011							
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 5,000 -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-							
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# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>											
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B. Recommended Sources of Funds/Summary of Fiscal Impact:												
Recreation Assistan	Recreation Assistance Program											
District 2	3600-583-R90	02-086-8201		\$5,000								
C. Departmental Fiscal I	Review:	ckopela	rkis		_							
	III. RE	EVIEW COMM	<u>ENTS</u>									
A. OFMB Fiscal and/or 0	Contract Devel	opment and C	Control Commo	ents:								
B. Legal Sufficiency: This Contract complies with our contract review requirements.												
Assistant County Attorn	еу											
C. Other Department Re	view:											

REVISED 10/95 ADM FORM 01

Department Director

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AGREEMENT BETWEEN PALM BEACH COUNTY AND ASPIRA OF FLORIDA, INC. FOR THE COMMUNITY SERVICE OUTREACH PROJECT

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

WITNESSETH:

WHEREAS, ASPIRA is a not-for-profit organization whose mission is to provide educational and leadership development, dropout prevention, and family strengthening services to Latino and other minority youth and families in Palm Beach County; and

WHEREAS, ASPIRA serves approximately 2,400 Latino and other youth throughout South Florida in four divisions, one of which is ASPIRA Palm Beach; and

WHEREAS, ASPIRA's objective is to develop the leadership potential of youth, motivate and assist youth in intellectual, personal, and cultural development, and advocate greater access to quality education and leadership opportunities; and

WHEREAS, ASPIRA is coordinating a twenty six (26) week community service outreach project to involve ASPIRANTES club members in community projects and events such as the American Cancer Society's Revelo por Vida event, and other events and activities planned and implemented by the group; and

WHEREAS, ASPIRA has requested funding in the amount of \$5,000 to help offset the cost of contractual services, personnel costs, operational expenses, and other miscellaneous expenses for the community service outreach projects and events; and

WHEREAS, funding for the community service outreach project in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 2; and

WHEREAS, offering opportunities for youth to participate in community service outreach events 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 \$5,000 to ASPIRA for the community service outreach project for personnel costs, operational expenses, and other miscellaneous expenses, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to ASPIRA 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 ASPIRA. Said information shall list each invoice paid by ASPIRA and shall include the vendor invoice number; invoice date; and the amount paid by ASPIRA along with the number and date of the respective check or proof of payment for said payment. ASPIRA shall attach a copy of each vendor invoice paid by ASPIRA 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, ASPIRA's Program Administrator and Project Financial Officer shall certify the total funds spent by ASPIRA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by ASPIRA and approved by ASPIRA as indicated.
- 3. ASPIRA incurred expenses for the Project beginning on March 1, 2007. Those costs incurred by ASPIRA for the Project, approved and submitted accordingly by ASPIRA 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 ASPIRA 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. ASPIRA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. ASPIRA 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. ASPIRA shall be responsible for all costs of operation and maintenance of the Project.
- 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 ASPIRA is in default of its obligations under this Agreement, the County shall provide ASPIRA thirty (30) days written notice to cure the default. In the event ASPIRA 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 ASPIRA for the Project deemed to be in default and ASPIRA shall return any County RAP funds already collected by ASPIRA 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. ASPIRA shall complete the Project by August 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2007, and August 31, 2007. ASPIRA 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 ASPIRA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny ASPIRA's request for said extension.
- 12. In the event ASPIRA 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 ASPIRA. The determination that ASPIRA has ceased or suspended the Project shall be made by County and ASPIRA agrees to be bound by County's determination.
- 13. ASPIRA 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 ASPIRA. 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 ASPIRA 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, ASPIRA 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 ASPIRA, 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 ASPIRA is eligible to receive reimbursement from the County.

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

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, ASPIRA 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, ASPIRA shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. ASPIRA 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 ASPIRA, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and ASPIRA 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, ASPIRA 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 ASPIRA:

Executive Director, ASPIRA of Florida, Inc. C/O ASPIRA Palm Beach 5913 South Dixle Highway, Ste D. West Palm Beach, Fl 33405

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
Deputy Clerk WITNESSES:	By: Commissioner Addie L. Greene, Chairperson ASPIRA OF FLORIDA, INC.
Verenica Kinnett	By: Raúl Martinez Name (Type or Print) Title: President & CEO By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	By: Dennis Eshleman, Director Parks and Recreation Department

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

Name of Agency: ASPIRA OF FLORIDA, INC.

Mailing Address: 5913 South Dixie Highway, Ste D, West Palm Beach, FL 33405

Federal Employer Identification Number: 59-2105537

Name of President: Raul Martínez

Name of Executive Director: Cathy Anaya-Wolf

Project Liaison Information:

Name: Cathy Anaya-Wolf Telephone #: (561) 533-9790

Fax #: (561) 533-9825

e-mail: canaya@fl.aspira.org

PROJECT INFORMATION

- 1. Name of Project: Community Service Outreach
- 2. Project Description
 - General (Project Scope): This multi-level community service project will be a 26-week program. The participating youth, numbering between fifteen and twenty, will participate in community service projects such as the American Cancer Society event called Revelo Por Vida. The group will be encouraged to work as a team. They will plan the group project and events and create activities that will be implemented during the projects. The group of ASPIRANTES will participate in event(s).
 - Public Purpose:
 - Location: ASPIRA of Florida, Inc Palm Beach Division Offices. (Address listed above)
 - Anticipated Number of Participants/Users: 15-20
- 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". <u>Do not include</u> expenditure line item budget/ amounts.

CLORER A, THE

Expenses are for contractual services, personnel cost, operational expenses, and some possible miscellaneous cost.

- 4. Estimated Lump Sum Total for Project: \$_5,000
- 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 August 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	<u>X</u>	

Amount of Recreation Assistance Program Funding awarded: \$5,000 (District 2-(filled in by County)

The Name of Tall

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



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

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ubmission #:			Reimbursement Period: _	
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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Dire E = Equipment T = Travel I = Indirect Costs	ct Purchases		
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County Funds Previously Disburse	d \$		
County Funds Due this Billing	\$	·	
Reviewed and Approved By:			
	PBC Project Administrator	Date	
	Department Director	Date	•

<u>Key Legend</u> **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

	I = Indirect			***************************************		-	Date								
		Grantee:					Proje	ect Name:							
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<u>Key Legend</u> **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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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

ACORD 25-S (2001/08) 2 of 2

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