

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007

Consent
 Ordinance

Regular
 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 Expanding and Preserving Our Cultural Heritage, Inc. for the period September 11, 2007, through December 30, 2007, in an amount not-to-exceed \$1,600 for funding of a stage for the Spady Living Heritage Day Festival.

Summary: This funding is to help offset costs paid by Expanding and Preserving Our Cultural Heritage (EPOCH), Inc. for the Spady Living Heritage Day Festival to be held on September 22, 2007. This event is anticipated to attract approximately 5,000 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to October 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 4 Funds. District 7 (AH)

Background and Justification: EPOCH is a not-for-profit organization dedicated to expanding, preserving, and presenting the culturally diverse history of Palm Beach County, especially as it relates to African Americans. The Spady Living Heritage Day Festival annual event is a reflection on early pioneering life, with hands on demonstrations of age-old traditions. The Renaissance Park Tradition Bearers will demonstrate early rural life through activities such as broom, soap, and jelly making, cooking collard greens and other foods over an open fire, quilt making, shoe shining, and corn shucking. The event also features story telling, live bands and entertainment, a children's area, and vendors of traditional crafts and food.

The total cost of the event is approximately \$87,500 for personnel costs, operational expenses, contractual services, rentals, marketing and advertising, and other miscellaneous expenses. The \$1,600 from RAP-- District 4 will help offset the cost for stage rental and other eligible expenses for the event. 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: 
Department Director

8/14/07
Date

Approved by: 
Assistant County Administrator

8/28/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>1,600</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>1,600</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Units R904
 Object 8201 Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Recreation Assistance Program

District 4 3600-583-R904-085-8201 \$1,600

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Jim Dink 8/22/07
 OFMB 8/21/07 vo 8/17

Dr. J. Jacoby 8/23/07
 Contract Development and Control
 Chestnut Ave 8/23/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgert 8/27/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND EXPANDING AND
PRESERVING OUR CULTURAL HERITAGE, INC. FOR FUNDING OF A STAGE FOR
THE SPADY LIVING HERITAGE DAY FESTIVAL**

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 annual Spady Living Heritage Day Festival at the Spady Cultural Center in Delray Beach to educate the community on early pioneering life; and

WHEREAS, the 2007 Spady Living Heritage Day Festival (the Event) will be held on September 22, 2007, and will feature such activities as demonstrations of age-old traditions such as broom, soap and jelly making, quilt making, cooking, shoe shining, corn shucking, storytelling, live bands and entertainment, a children's area, and vendors of traditional crafts and food; and

WHEREAS, Event will be attended by approximately 5,000 participants; and

WHEREAS, the total cost of the Event is anticipated to be approximately \$87,500 for personnel costs, operational expenses, contractual services, rentals, marketing and advertising, and other miscellaneous expenses; and

WHEREAS, EPOCH has requested that County provide \$1,600 to help offset expenses for the Event; and

WHEREAS, funding for the Event in an amount not-to-exceed \$1,600 is available from the Recreation Assistance Program (RAP) District 4; and

WHEREAS, community cultural and historical events 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 \$1,600 to EPOCH for the Event for personnel costs, operational expenses, contractual services, rentals, marketing and advertising, 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 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. EPOCH shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by EPOCH is 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 ten (10) 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

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 ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:
Charlene Jones

EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC.

FEI Number: 65-0687303

Randy Rowland

By: DAISY FULTON
Name (Type or Print)

Title: EXECUTIVE DIRECTOR

By: Daisy Fulton
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Dennis L. Eshleman
Dennis L. Eshleman, Director
Parks and Recreation Department

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

Background Information

Name and address of Agency:

Agency Name: EPOCH, Inc.

Mailing Address: 170 NW 5th Ave, Delray Beach, FL 33444

Federal Employer Identification Number: 65-0687303

Name of President: Vera R. Farrington

Name of Executive Director: Daisy M. Fulton

Project/Project Liaison Information:

Name: Charlene F. Jones

Telephone #: 561-279-8883

Fax #: 561-279-2230

e-mail: cjones@spadymuseum.org

Purpose/Mission of Agency:

A not-for-profit organization dedicated to expanding, preserving and presenting the culturally diverse history of Palm Beach County, especially as it relates to African Americans.

Project/Program Information

1. Name of Project/Program: Stage for Spady Living Heritage Day Festival
2. Project/Program Description
 - General: This event will be a refection on early pioneering life with hands on demonstrations of age-old traditions. The Renaissance Park tradition Bearers will demonstrate early rural life with activities such as broom, soap and jelly making, cooking collards, cracking and cornbread over and open fire, quilt making, shoe shining and corn shucking. This event will feature the Tradition Bearers, Florida Cracker storyteller, live musical bands and entertainment, children's area as well as host vendors of traditional crafts and food.
 - Public Purpose: To educate the community on early pioneering life.
 - Location: One block span in front of the Spady Cultural Heritage Complex
 - Anticipated Number of Participants/Users: 5,000
3. Project/Program Elements: Personnel cost, operational expenses, contractual services, rentals and marketing & advertising, *and other miscellaneous expenses.*
4. Estimated Lump Sum Total for Project/Program: 87,500.00
5. Project/Program Initiation Date and anticipated End Date: 10/1/06 to 9/30/07
6. Required Attachments: Certificate of Insurance (Enclosed)
7. Additional Comments if Desired: None

Amount of Recreation Assistance Program Funding awarded \$1,600.00
(filled in by entity) District 4



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

_____ Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date

MAR. 1. 2007-11:16AM

MCKINLEY FINANCIAL

NO. 9204 P. 2 (MM/DD/YY)

ACORD CERTIFICATE OF LIABILITY INSURANCE OF EPOCH-1

02/27/07

PRODUCER

McKinley Financial Services
545 North Andrews Avenue
Fort Lauderdale FL 33301

James Drake
Phone No. 954-938-2605 Fax No. 954-938-2695

INSURED

EPOCH, Inc.
Clarence Vaughn
17 NW 4th Avenue
Delray Beach FL 33344

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A **Markel International Insurance**
- COMPANY B **Great American Insurance**
- COMPANY C
- COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MIR-050641	09/12/06	09/12/07	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/POP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 100
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
	<input type="checkbox"/> INCL				OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$
A	Business Personal	MIR-050641	09/12/06	09/12/07	Contents \$150,000
	Directors & Office	EPP6180747	07/16/06	07/16/07	D&O \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Offices. Certificate Holder is Named Additional Insured with respect to General Liability only.

CERTIFICATE HOLDER

Palm Beach County
c/o Parks and Recreation Dept.
Additional Insured
2700 6th Avenue South
Lake Worth FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Drake

ACORD CORPORATION 1988

ACORD 254 (1/85)