Agenda Item #: 3.M.3.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007

[X] Consent [] Ordinance [] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

Submitted By: <u>Parks and Recreation Department</u>

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Delray-Boynton Academy, Inc. for the period September 11, 2007, through December 24, 2007, in amount not-to-exceed \$2,000 for the student trip to the International Youth Summit.

Summary: This funding is to help offset costs incurred by Delray-Boynton Academy, Inc., which sponsored a student trip to the International Youth Summit in Birmingham, Alabama, held from June 22 through June 24, 2007. Forty (40) students from Palm Beach County participated in the trip. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to June 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. <u>District 7</u> (AH)

Background and Justification: Delray-Boynton Academy, Inc. is a not-for-profit charter school serving grades six through eight. The student trip to the International Youth Summit was to help develop inner city youth to become upstanding and productive citizens through participation in a national event. The purpose of the International Youth Summit was to emphasize peace and establish future leaders while exposing participants to the dream of Martin Luther King, Jr.

The total cost of the trip to the International Youth Summit was approximately \$11,000. The \$2,000 from RAP – District 7 will help offset costs for hotel expenses, registration expenses, food, and other miscellaneous expenses for the trip. The Agreement has been executed on behalf of Delray-Boynton Academy, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	Denis Illeman	
	Department Director	
	2.	

Tak

Date

Approved by:

Assistant County Administrator

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- 2,000 -0- -0- -0-	<u>-0-</u> -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	2,000	-0	-0-	-0	0
# ADDITIONAL FTE POSITIONS (Cumulative)				<u></u>	
Is Item Included in Curren Budget Account No.:	t Budget? Yes Fund <u>3600</u> I Object <u>8201</u>	Department <u>58</u>		<u>07</u>	
B. Recommended Source	es of Funds/Su	mmary of Fisc	al Impact:		
Recreation Assistance	e Program				
District 7	3600-583-R90	7-126-8201		\$2,000	
C. Departmental Fiscal R	eview:	ckopela	kis		-
	<u>III. RE</u>		<u>NTS</u>		
A. OFMB Fiscal and/or C	ontract Develo		ntrol Commer ∧	nts:	

8-22-07 10 P/17 B. Legal Sufficiency:

12*3)9*7 Contract Devel ént

This Contract complies with our contract review requirements.

ame Assistant County Attorney 27107

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP06-07\District 7\Delray Boynton Academy\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND DELRAY BOYNTON ACADEMY, INC. FOR THE STUDENT TRIP TO THE INTERNATIONAL YOUTH SUMMIT

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 Delray Boynton Academy, Inc., a Florida not-for-profit charter school, hereinafter referred to as "Academy".

WITNESSETH:

WHEREAS, Academy is a not-for-profit charter school serving grades six through eight; and

WHEREAS, Academy offered a student trip to the International Youth Summit in Birmingham, Alabama, held from June 22 through June 24, 2007; and

WHEREAS, the purpose of the International Youth Summit was to emphasize peace and establish future leaders while exposing participants to the dream of Martin Luther King, Jr.; and

WHEREAS, forty (40) students from Palm Beach County participated in the school trip to the International Youth Summit (the Trip); and

WHEREAS, the Academy's expenses for the Trip were approximately \$11,000 for transportation, hotel expenses, registration expenses, food, and other miscellaneous expenses; and

WHEREAS, Academy has requested that County provide \$2,000 to help offset costs for the Trip; and

WHEREAS, funding for the Trip in an amount not-to-exceed \$2,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, youth programs and activities serve 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 \$2,000 to Academy to help offset costs for the Trip for hotel expenses, registration expenses, food, and other miscellaneous expenses, as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Academy 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 Academy. Said information shall list each invoice paid by Academy and shall include the vendor invoice number; invoice date; and the amount paid by Academy along with the number and date of the respective check or proof of payment for said payment. Academy shall attach a copy of each vendor invoice paid by Academy 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, Academy's Program Administrator and Project Financial Officer shall certify the total funds spent by Academy on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Academy and approved by Academy as indicated.

3. Academy incurred expenses for the Project beginning on June 1, 2007. Those costs incurred by Academy for the Project, approved and submitted accordingly by Academy subsequent to June 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 Academy 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. Academy warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Academy 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. Academy 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 24, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Academy is in default of its obligations under this Agreement, the County shall provide Academy thirty (30) days written notice to cure the default. In the event Academy 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 Academy for the Project deemed to be in default and Academy shall return any County RAP funds already collected by Academy 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. Academy shall complete the Project by September 25, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2007, through September 25, 2007. Academy 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 24, 2007. Upon written notification to County at least ninety (90) days prior to that date Academy may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Academy's request for said extension.

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

13. Academy 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 Academy. 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 Academy 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, Academy 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 Academy, 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 Academy is eligible to receive reimbursement from the County.

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

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

Worker's Compensation Insurance & Employer's Liability. Academy shall

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

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

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

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

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

19. The County and Academy 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, Academy 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:

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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 Academy:

Executive Director Delray Boynton Academy, Inc. P.O. Box 1388 Boynton Beach, FL 33425

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

By: **Deputy Clerk**

WITNESSES:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____ Commissioner Addie L. Greene, Chairperson

DELRAY BOYNTON ACADEMY, INC. FEI Number: 65-0870880

ρ Bν Name (Type or P int) YQ itle Signature

APPROVED AS TO TERMS AND CONDITIONS

By: <u>Dennis L.</u> Eshleman, Director Parks and Recreation Department

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

 Name of Agency: Delray Boynton Academy

 Address:
 425 Martin Luther King Jr. Boulevard, Boynton Beach, FL 33435

Federal Employer Identification Number: 65 087 0880

Name of President: Dre george Stewart Name of Executive Director: JOE GREEN Project Liaison Information: Name: JOE GREEN

Name: Joe Green Telephone #: 561 736 8828 Fax #: 561 736 8884

omail: JD 33 GREEN @ AOL . COM Statement: To devolop inner cityouth to been a upstanding and productive citizens

1. Name of Project: Student Trip to International Youth Summit

2. Project Description
General (Project Scope):

EHILDREN THROUGH-OUT AMERICAN CATTOR IN BIRMINGHAM I ALA., TO REVISIT DR. MARTIN LUTHER KING'S DREAM. THE PURPOSE IS TO REEMPHASIZE PEACE AND ESTABLISH LUTURE LEADERS. A THREE DAY PROGRAM HAS BEEN ESTABLISHED RE-EXPOSING OUR CHILDREN TO THE SIGNIFICANCE OF DR. KING Impartes June 21 - June 25, 2007

· Public Purpose: THE PURPOSE is TO RE-EMPHASIZE DEACE AND ESTABLISH FUTURE LEADERS.

· Location: THE SummiT TAKES place in BirmiNerHAM, ACA.

• Anticipated Number of Participants/Users: A prederivantelly, 40 Students from pALM Beach County will Attend - THE OVER All Altain - 8,000 C Nilonen I. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services performal acts

contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Holiday Bus line - TRANS PORTATION HOTEL EXPENSE REGISTERTION EXP. FOOD END.

2. Estimated Lump Sum Total for Project:

\$ il,000.00

3. 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). <u>JUNE 1, 2007</u> to September <u>June 25, 2007</u>/ June

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. <u>Do not</u> 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

Amount of Recreation Assistance Program Funding awarded \$ 2,000

District 7 (filled in by County)

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

Z d 9/17 on

ΟΕΓΚΑΥ ΒΟΥΝΤΟΝ ΑCAD

Jun.18. 2007 6:52PM



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

•				
	,	Date		
Grantee		Project Name:		
Submission #:		Reimbursement Period:		
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		Deciant Conto	Cumulative	
ltem	Key_	Project Costs This Submission	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 LegendC = Contractual ServicesS = Salary & WagesM = Materials, Supplies, Direct PulE = EquipmentT = TravelI = Indirect Costs	rchases			
Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.	as	been maintained as requ	ertify that the documentati uired to support the project e and is available for aud	rt 👘
Administrator Date		Financial Officer	Date	
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	ļ	PBC USE ONLY		
County Funding Participation		\$		
Total Project Costs To Date:		\$	<u> </u>	
County Obligation To Date		\$	<u></u>	
County Retainage (%)		\$		
County Funds Previously Disburse	d	\$		
County Funds Due this Billing		\$		
Reviewed and Approved By:			•	-
	PBC Pro	pject Administrator	Date	
-	Departm	ent Director	Date	-

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	Submittal #	t:	<u></u>		Contr	act Reimburseme	nt Period:	·	
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16	· · ·								
						TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

Financial Officer

Date

Page 2 of

Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases					PALM B PARKS AND REC RACTUAL SERV		EXHIBIT B (cont'd.)	•	
FORTEN	E = Equipment T = Travel I = Indirect Costs		Check or	Voucher	Invoi	Ce			
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accomplishing this project.

purchasing documentation have been maintained as required to support the costs and are available for audit upon request. abuve

Administrator

Date

Financial Officer

Date

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		CERTIFIC	ATE OF LIAB			IED AD & MATTER OF	DATE (MM/DD/YYY) 7/09/2007
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