Agenda Item #: 3.M.1.

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date: October 2, 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 the City of Belle Glade for the period October 2, 2007, through December 15, 2007, in an amount not-to-exceed \$1,000 for Weed and Seed Program trip to International Youth Summit.

**Summary:** This funding is to help offset the cost of a Belle Glade Weed and Seed Program youth trip to the International Youth Summit held from June 22-24, 2007, in Birmingham, Alabama. Five youth from the Weed and Seed Program attended the International Youth Summit. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to June 5, 2007. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. <u>District 6</u> (AH)

**Background and Justification:** Belle Glade sponsors the Weed and Seed Program to offer positive alternatives for youth and divert them from becoming a part of violent and gang related activities. The City sponsored the travel for five youth from its Weed and Seed Program to attend the International Youth Summit. The theme of the Youth Summit was "Teens Advocating Change through Knowledge, Leadership, and Experience".

The total estimated cost of round trip transportation, lodging and meals is \$1,000, and funding from RAP – District 6 will offset this amount. The Agreement has been executed on behalf of the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 1/2 Department Director Date 9.10-07 Approved by: sistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	200 <del>9</del>	2010	2011	2012						
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	<u>-0-</u> <u>1,000</u> <u>-0-</u> ) <u>-0-</u> <u>-0-</u>	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-						
NET FISCAL IMPACT	1,000	<u> </u>		0							
# ADDITIONAL FTE POSITIONS (Cumulative)											
ls Item Included in Current Budget? Yes <u>X</u> No Budget Account No.: Fund <u>3600</u> Department <u>583</u> Units <u>R906</u> Object <u>8101</u> Program <u>N/A</u>											
B. Recommended Sources of Funds/Summary of Fiscal Impact:											
Recreation Assistance Program											
District 6		\$1,000									
C. Departmental Fiscal Review:											

**III. REVIEW COMMENTS** 

Sontract Developmen

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This Contract complies with our

contract review requirements.

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

-0 aln17

Legal Sufficiency: B.

C Heliant Inne roloj Assistant County Attorney

C. Other Department Review:

**Department Director** 

**REVISED 10/95** ADM FORM 01

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### AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BELLE GLADE FOR FUNDING OF THE BELLE GLADE WEED AND SEED PROGRAM TRIP TO 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 the City of Belle Glade, a Florida Municipal Corporation, hereinafter referred to as "Belle Glade".

#### WITNESSETH:

WHEREAS, Belle Glade sponsors the Weed and Seed Program to offer positive alternatives for youth and divert them from becoming a part of the violent and gang related activities; and

WHEREAS, Belle Glade took five youth from its Weed and Seed Program to an International Youth Summit held from June 22-24, 2007 in Birmingham, Alabama; and

WHEREAS, the International Youth Summit's 2007 theme was "TACKLE" (Teens Advocating Change through Knowledge, Leadership and Experience); and

WHEREAS, the total cost of the transportation, lodging, and meals for the trip is estimated to be \$1,000; and

WHEREAS, Belle Glade has requested \$1,000 from County to offset the cost of transportation, lodging, and meals for Belle Glade Weed and Seed Program participants to attend the International Youth Summit ("Summit"); and

WHEREAS, County desires to provide \$1,000 for Summit costs; and

WHEREAS, funding for Summit costs in an amount not-to-exceed \$1,000 is available from the Recreation Assistance Program (RAP) – District 6; and

WHEREAS, youth programs and activities are deemed to 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 \$1,000 to Belle Glade to offset transportation, lodging and meals for youth attending the Summit, 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 Beile Glade 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 Belle Glade. Said information shall list each invoice paid by Belle Glade and shall include the vendor invoice number; invoice date; and the amount paid by Belle Glade along with the number and date of the respective check or proof of payment for said payment. Belle Glade shall attach a copy of each vendor invoice paid by Belle Glade 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, Belle Glade's Program Administrator and Project Financial Officer shall certify the total funds spent by Belle Glade on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Belle Glade and approved by Belle Glade as indicated.

3. Belle Glade incurred expenses for the Project beginning on June 5, 2007. Those costs incurred by Belle Glade for the Project, approved and submitted accordingly by Belle Glade subsequent to June 5, 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 Belle Glade 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. Belle Glade 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.

6. Belle Glade shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be until December 15, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Belle Glade is in default of its obligations under this Agreement, the County shall provide Belle Glade thirty (30) days written notice to cure the default. In the event Belle Glade 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 Belle Glade for the Project deemed to be in default and Belle Glade shall return any County RAP funds already collected by Belle Glade for the Project.

9. 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.

10. Belle Glade shall complete the Project by September 15, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 5, 2007, through September 15, 2007. Belle Glade 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 15, 2007. Upon written notification to County at least ninety (90) days prior to that date Belle Glade may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Belle Glade's request for said extension .

11. In the event Belle Glade ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Belle Glade. The determination that Belle Glade has ceased or suspended the Project shall be made by County and Belle Glade agrees to be bound by County's determination.

12. Belle Glade 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 Belle Glade. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that Belle Glade 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. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Belle Glade 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 Belle Glade, 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 Belle Glade is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Belle Glade acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Belle Glade maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Belle Glade shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Belle Glade agrees to maintain or to be self-insured for Worker's Compensation &

Employer's Liability insurance in accordance with Florida Statutes 440.

Prior to execution of this Agreement by the County, Beile Glade shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. 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.

Compliance with the foregoing requirements shall not relieve Belle Glade of its liability and obligations under this Agreement.

16. Upon request by County, Belle Glade shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

18. The County and Belle Glade 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Belle Glade 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.

21. This Agreement represents the entire agreement between the parties and

supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. 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 Belle Glade:

City Manager City of Belle Glade 110 Dr. Martin Luther King, Jr. Blvd. Belle Glade, FL 33430

23. 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:	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS					
Deputy Clerk	By Commissioner Addie L. Greene, Chairperson					
ATTEST: By: Deputy Clerk	CITY OF BELLE GLADE By: male the second seco					
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:	APPROVED AS TO TERMS AND CONDITIONS					

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County Attorney

Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Municipality: City of Belle Glade Mailing Address: 110 Dr. Martin Luther King, Jr., Blvd., West Belle Glade, FL 33430 Name of Mayor: Donald D. Garrett Name of City Manager: William F. Underwood Project Liaison Information: Name: Leondrae D. Camel Telephone #: 561-996-4220 Fax #: 561-996-2435

e-mail: Lcamel@belleglade-fl.com

#### **PROJECT INFORMATION**

1. Name of Project: Belle Glade Weed and Seed Program  $\mathcal{T}rrphi$ 

- 2. Project Description
  - General (Project Scope): On June 22-24, 2007 an "International Youth Summit" will take place in the marvelous city of Birmingham, Alabama. The acronym T.A.C.K.L.E (Teens Advocating Change through Knowledge Leadership & Experience) has been assigned as this year's theme, and in such a time of rapid and widespread violence, the attendance of our youth is vital.
  - Public Purpose: Educational excursion to divert youth from becoming apart of the rapid and widespread violence that is plaguing our County.
  - Location: Southwest Belle Glade Weed and Seed
  - Anticipated Number of Participants/Users: 5
- 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.
   \$200 per youth x 5 = \$1000.00

The \$200 includes (transportation, lodging, & meals)

- 4. Estimated Lump Sum Total for Project: \$\_1000.00\_\_
- 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). <u>June 5, 2007</u> to <u>July 15, 2007</u> *f*

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 submit reimbursement documentation</u> <u>at this time</u>. 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

Not-to-Exceed Amount of Recreation Assistance Program Funding awarded:

\$ 1,000 District 6 (filled in by County)



G:\SYINGER\FORMS\3 Pg - Exhibit B.xls

### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

· · ·		Date		
· · · · · · · · · · · · · · · · · · ·				
Grantee		Project Name:		
Submission #:		Reimbursement Period:		
ltern		Project Costs		
Item	<u>Kəy</u>	This Submission	Project Costs	
Contractual Services	(C)		·	
Salary & Wages (% of salaries)	(S)			
Materials, Supplies, Direct Purchases	(M)	· · ·		·
Equipment	(E)		•	
			<u></u>	
Travel	Э			
Indirect Costs	(1)		·····	
		· · · ·		
TOTAL PROJECT COSTS		<u></u>		
C = Contractual Services           S = Salary & Wages           Key Legend				
M = Materials, Supplies, Direct Pur E = Equipment T = Travel	rchases			
I = Indirect Costs				1
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 require	y that the documentation has d to support the project nd is available for audit upon	
Administrator Date		Financial Officer	Date	
· · · · · · · · · · · · · · · · · · ·			<u> </u>	
		PBC USE ONLY	· · ·	
County Funding Participation		\$	·	
Total Project Costs To Date:		\$		
County Obligation To Date		\$		
County Retainage ( %)		\$		
County Funds Previously Disburse	d	\$		
County Funds Due this Billing		\$		•
Reviewed and Approved By:	PBC P	roject Administrator	Date	
		-	· · · · · · · · · · · · · · · · · · ·	
	Departi	ment Director	Date	

Page 1 of

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	C = Contractual Services S = Salary & Wages					PALM BEACH	EXHIBIT B		
	TORIDA	M = Materials, E = Equipmen T = Travel I = Indirect C	, Supplies, f t	Direct Purchases	CONTRAC	CTUAL SERVICES F			
		Grantee:				Proje	ct Name:	· · · ·	
		Submittal #:				Contr	act Reimbursem	nent Period:	
				Check or Voucher		Invoice		· · ·	
#	Payee (Vendor/Contra	ctor)	Key	Number	Date	Number	Date	Amount	Expense Description
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2			·	<u> </u>					
3						· · · ·			
4	· · · · · · · · · · · · · · · · · · ·			<u> </u>	·	· · ·		· · ·	
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15					<u>.</u>			 	
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

PALM BEACH COUNTY Key Legend **EXHIBIT B** PARKS AND RECREATION DEPARTMENT C = Contractual Services (cont'd.) CONTRACTUAL SERVICES PURCHASE SCHEDULE S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs **Check or Voucher** Invoice Key **Expense Description** Payee (Vendor/Contractor) Date Number Date Number Amount . 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 3 of

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ub1 10	ic Risk Management Dr Martin Luther King Jr	· · ·	INSURER B:	<u>·</u>			
e11	e Glade, FL 33430		INSURER C: INSURER D:				
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	X HIRED AUTOS X NON-OWNED AUTOS			•	BODILY INJURY (Per accident)	\$	
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	ANY ÀUTO				OTHER THAN EA ACC	\$	
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	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			•	E.L. EACH ACCIDENT	\$1,000,000	
	OFFICER/MEMBER EXCLUDED?				E.L. DISEASE · EA EMPLOYEE		
	SPECIAL PROVISIONS below OTHER	· · · · · · · · · · · · · · · · · · ·			E.L. DISEASE - POLICY LIMIT	\$1,000,000	
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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 alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)