

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 4, 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 New Beginning Community Outreach, Inc. for the period December 4, 2007, through March 30, 2008, in an amount not-to-exceed \$1,000 for funding of the New Beginning Community Festival.

Summary: This funding is to help offset costs incurred by New Beginning Community Outreach, Inc. for the New Beginning Community Festival held at Cox Park in South Bay on September 28, 2007. The event was attended by approximately 300 participants from the western communities. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to September 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: New Beginning Community Outreach, Inc. is a not-for-profit organization whose purpose is to assist in community building and impacting at-risk youth to make positive and drug-free choices. The New Beginning Community Festival held at Cox Park in South Bay was designed to provide a family atmosphere by bringing children and families from South Bay and the Glades area together to build a community spirit. The festival featured entertainment, music, and food.

The total cost of the New Beginning Community Festival was approximately \$3,500 for food and entertainment costs. The \$1,000 allocation from RAP - District 6 will help offset a portion of the cost of this community event. The Agreement has been executed on behalf of New Beginning Community Outreach, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:


Department Director

11/1/07
Date

Approved by:


Assistant County Administrator

11/14/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>1,000</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>1,000</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 R906
Object 8201 Program N/A

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

Recreation Assistance Program

District 6 3600-583-R906-163-8201 \$1,000

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

 11-7-07
OFMB CN 11/5/07

 11/9/07
Contract Development and Control
E. Jones 11/8/07

B. Legal Sufficiency:

Anne Delgent 11-13-07
Assistant County Attorney

C. Other Department Review:

Department Director

This Contract complies with our contract review requirements.
The standard insurance requirements were waived by Risk Management.

**AGREEMENT BETWEEN PALM BEACH COUNTY AND NEW BEGINNING
COMMUNITY OUTREACH, INC. FOR FUNDING OF THE NEW BEGINNING
COMMUNITY 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 New Beginning Community Outreach, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "New Beginning".

WITNESSETH:

WHEREAS, New Beginning is a not-for-profit organization whose purpose is to assist in community building and impacting at-risk youth to make positive and drug-free choices; and

WHEREAS, New Beginning sponsored the New Beginning Community Festival (Festival) held on September 28, 2007, at Cox Park in South Bay; and

WHEREAS, the Festival was designed to provide a family atmosphere by bringing children and families from South Bay and the Glades area together to build community; and

WHEREAS, the Festival featured entertainment, music and food, and was attended by approximately 300 participants; and

WHEREAS, the total cost of the Festival was approximately \$3,500 for food and entertainment costs; and

WHEREAS, New Beginning has requested that County provide \$1,000 to help offset entertainment expenses for the Festival; and

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

WHEREAS, community building events and activities for at-risk youth 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 \$1,000 to New Beginning for the Festival for entertainment 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 New Beginning 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 New Beginning. Said information shall list each invoice paid by New Beginning and shall include the vendor invoice number; invoice date; and the amount paid by New Beginning along with the number and date of the respective check or proof of payment for said payment. New Beginning shall attach a copy of each vendor invoice paid by New Beginning 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, New Beginning's Program Administrator and Project Financial Officer shall certify the total funds spent by New Beginning on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by New Beginning and approved by New Beginning as indicated.

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

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

8. The term of this Agreement shall be until March 30, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event New Beginning is in default of its obligations under this Agreement, the County shall provide New Beginning thirty (30) days written notice to cure the default. In the event New Beginning 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 New Beginning for the Project deemed to be in default and New Beginning shall return any County RAP funds already collected by New Beginning 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. New Beginning shall complete the Project by December 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2007, through December 30, 2007. New Beginning shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 30, 2008. Upon written notification to County at least ninety (90) days prior to that date New Beginning may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny New Beginning's request for said extension.

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

by County's determination.

13. New Beginning 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 New Beginning. 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 New Beginning 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, New Beginning 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 New Beginning, 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 New Beginning is eligible to receive reimbursement from the County.

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

17. New Beginning 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 New

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

18. The County and New Beginning 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, New Beginning 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 agreement, written or oral, relating to this Agreement. This 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 New Beginning:

President
New Beginning Community Outreach, Inc.
2112 Glades Glen Drive
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: _____
Deputy Clerk

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

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

Robin Weisper

Deann Weisper

NEW BEGINNING COMMUNITY OUTREACH, INC.
FEI Number: 421730252

By: _____
Name (Type or Print)

Title: _____
President

By: _____
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

Name of Agency: New Beginning Community Outreach, Inc.
Mailing Address: 2112 Glades Glen Drive, Belle Glade, FL 33430

Federal Employer Identification Number: 421730252

Name of President: Willie Wisper

Name of Executive Director: n/a

Project Liaison Information:

Name: Willie Wisper

Telephone #: 561-261-7471

Fax #:

e-mail:

Purpose/Mission of Agency: To assist in community building and impacting at-risk youth to make positive and drug-free choices.

PROJECT INFORMATION

1. Name of Project: New Beginning Community Festival
2. Project Description
 - General (Project Scope):
The New Beginning Community Festival was a special event designed provide a family atmosphere by bring children and families from the South Bay and Glades area together. The event featured children's activities, music and entertainment, and food.
 - Public Purpose: To build a sense of community for South Bay and Glades residents
 - Location and Date: Cox Park in South Bay on September 28, 2007 10:00 am. To 8:00 p.m.
 - Anticipated Number of Participants/Users: 300
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts. Food and entertainment costs.
4. Estimated Lump Sum Total for Project: \$3,500
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). September 1, 2007 to December 30, 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 Attachment:
Certificate of Insurance (Waived by Dick Cohen)

Amount of Recreation Assistance Program Funding awarded \$ 1,000
District 6
(filled in by County)

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



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



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

**PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

_____ Date

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Check or Voucher		Invoice			Expense Description	
		Key	Number	Date	Number	Date		Amount
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
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

