

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 18, 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

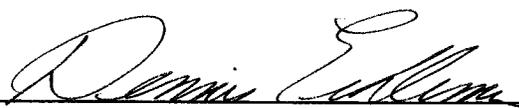
Motion and Title: Staff recommends motion to approve: Agreement with The Juvenile Transition Center, Inc. for the period December 18, 2007, through July 1, 2008, in an amount not-to-exceed \$6,250 for funding of the ESTEEM Program college tour trip.

Summary: This funding is to help offset costs for a college tour trip for participants in the ESTEEM (Encouraging Students Through Education, Employment, Mentoring) Program sponsored by The Juvenile Transition Center, Inc. Approximately 25 youth will participate in the trip. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: The Juvenile Transition Center, Inc. is a not-for-profit organization whose mission is to foster a commitment to educational excellence among youth as well as to facilitate the development of a work ethic that generates productive citizens. The Center offers the ESTEEM program to provide educational enrichment, entrepreneurial, fitness, and college tour opportunities for youth. The 2007 college tour took place November 16-18, 2007.

The total cost of the ESTEEM Program college tour trip was approximately \$10,000 for accommodations, transportation, admission fees, insurance, storage, and other miscellaneous expenses. The \$6,250 from District 7 RAP funding will help offset a portion of the trip expenses paid by The Juvenile Transition Center, Inc. The Agreement has been executed on behalf of The Juvenile Transition Center, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

11-26-07
Date

Approved by: 
Assistant County Administrator

12-3-07
Date

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE JUVENILE TRANSITION CENTER, INC. FOR THE PROJECT ESTEEM COLLEGE TOUR TRIP

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 Juvenile Transition Center, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Transition Center".

WITNESSETH:

WHEREAS, Transition Center is a not-for-profit organization whose mission is to foster a commitment to educational excellence among youth as well as to facilitate the development of a work ethic that generates productive citizens; and

WHEREAS, Transition Center offers the ESTEEM Program to provide educational enrichment, entrepreneurial, fitness, and college tour opportunities for youth; and

WHEREAS, the 2007 recreational budget for the ESTEEM Program is \$25,000 for travel expenses (commercial carrier), accommodations, ground transportation, sporting/theater event admissions, fitness equipment, and entrepreneurial start-up kits; and

WHEREAS, the 2007 college tour took place from November 16-18, 2007, and included twenty five (25) participants from the ESTEEM program; and

WHEREAS, the cost of the 2007 College Tour was approximately \$10,000 for accommodations, transportation, admission fees, insurance, storage, and other miscellaneous expenses; and

WHEREAS, Transition Center has requested that County provide \$6,250 to help offset the cost of the 2007 College Tour; and

WHEREAS, funding to help offset Transition Center's costs for the 2007 College Tour in an amount not-to-exceed \$6,250 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, educational and recreational programs for youth serve a public benefit; 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 \$6,250 to Transition Center to help offset costs for the 2007 College Tour for accommodations, transportation, admission fees,

insurance, storage, 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 Transition Center 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 Transition Center. Said information shall list each invoice paid by Transition Center and shall include the vendor invoice number; invoice date; and the amount paid by Transition Center along with the number and date of the respective check or proof of payment for said payment. Transition Center shall attach a copy of each vendor invoice paid by Transition Center 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, Transition Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Transition Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Transition Center and approved by Transition Center as indicated.

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

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

8. The term of this Agreement shall be until July 1, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Transition Center is in default of its obligations under this Agreement, the County shall provide Transition Center thirty (30) days written notice to cure the default. In the event Transition Center 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 Transition Center for the Project deemed to be in default and Transition Center shall return any County RAP funds already collected by Transition Center 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. Transition Center shall complete the Project by March 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2007, through March 31, 2008. Transition Center shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before July 1, 2008. Upon written notification to County at least ninety (90) days prior to that date Transition Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Transition Center's request for said extension.

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

13. Transition Center 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 Transition Center. 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 Transition Center 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, Transition Center 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 Transition Center, 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 Transition Center is eligible to receive reimbursement from the County.

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

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

Automobile. Transition Center shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the

ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Transition Center or by anyone employed by or contracting with Transition Center. Should Transition Center use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Transition Center and Palm Beach County as Additional Insured.

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

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

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

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

18. Transition Center 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 Best of the Rest, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Transition Center 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, Transition Center 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 Transition Center:

President
The Juvenile Transition Center, Inc.
1901 North Seacrest Boulevard
Boynton Beach, FL 33435

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:

Alesan W. Yuzis

Veronica Bennett

THE JUVENILE TRANSITION CENTER, INC.
FEI Number: 65-0770795

By: *Stephanie M. McKoy*

Name (Type or Print)
Executive Director

Title
Stephanie M. McKoy

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**

Name of Agency: Juvenile Transition Center, Inc.
Mailing Address: 1901 North Seacrest Boulevard, Boynton Beach, FL 33435
Federal Employer Identification Number: 65-0770795
Name of President: Stephanie McKoy
Name of Executive Director: Stephanie M. Mckoy
Project Liaison Information:
Name: Sheryl G. Lockett
Telephone #: 5612306-0260
Fax #: 561-364-4079
e-mail: groover_lockett@hotmail.com

Purpose/Mission of Agency:

To foster a commitment of educational excellence among our youth as well as facilitating them in the development of acquiring the proper work ethic in an effort to generate productive citizens.

PROJECT INFORMATION

1. Name of Project **ESTEEM** (*Encouraging Students THROUGH EDUCATION, EMPLOYMENT MENTORING*) **RECREATION**
2. Project Description Providing educational enrichment opportunities
 - General (Project Scope):
To engage our young participants from a proactive approach by focusing on the individual's academic and social deficiencies. By addressing the crux of the individual youth's confidence level studies have shown their overall self-esteem has improved dramatically.
 - Public Purpose:
To assist in combating youth violence and delinquency
 - Location and Date:
Orlando, FL November 16-18
 - Anticipated Number of Participants/Users: 25
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.

College Tour/Educational Experience Travel Expenditures

◦ Accommodations, Transportation, Admissions Fees, Etc.
Operational Expenses

◦ Insurance, Storage and/or other indirect costs and miscellaneous expenses

4. Estimated Lump Sum Total for Project: \$ 10,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). October 1, 2007 to March 31, 2008

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 XXXX

Amount of Recreation Assistance Program Funding awarded \$ 6,250
District 7
(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 _____

OCT. 24. 2007- 4:33PM

MCKINLEY FINANCIAL

NO. 2233-P. 1

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 99 THEJU-1 09/12/07

PRODUCER

McKinley Financial Services
545 North Andrews Avenue
Fort Lauderdale FL 33301

James Drake
Phone No. 954-938-2685 Fax No. 954-938-2695

INSURED

The Juvenile Transition Center
1901 N. Seacrest Blvd
Boyton Beach FL 33435

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 Standard Lines Brokerage

COMPANY B

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE INCL <input type="checkbox"/> EXCL	TWC3136961	07/13/07	07/13/08	<input checked="" type="checkbox"/> WE STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100000 EL DISEASE - POLICY LIMIT \$ 500000 EL DISEASE - EA EMPLOYEE \$ 100000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
TEACHING AND COUNSELING YOUTH AGES 14-18 ENCOURAGING STUDENTS THROUGH EDUCATION EMPLOYMENT. HOMEWORK ASSISTANCE

CERTIFICATE HOLDER

COMMUNI

Community Services Department
Fax 361-369-8997
Larance Taylor
810 Datura Street
West Palm Beach FL 33401

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 1986