Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 5, 2008

[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 Toward a More Perfect Union, Inc. for the period February 5, 2008, through January 31, 2009, in an amount not-to-exceed \$45,000 for funding of Community Youth Program Youth Study Circles.

Summary: This funding is to help offset costs for Youth Study Circles offered to middle and high school age youth through Toward a More Perfect Union's Community Youth Program. The program serves approximately 100 participating students. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to November 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 2 (\$5,000) and District 4 (\$40,000) Funds. Countywide (AH)

Background and Justification: Toward a More Perfect Union, Inc. (TMPU) is a not-for-profit organization formed to address issues of race relations and diversity in Palm Beach County. TMPU has developed the Community Youth Program (CYP) to expand opportunities for middle and high school students to participate in after school recreational, cultural, and community activities by building on its existing Teen Study Circles/Through a Creative Lens program (the Program). The Program uses facilitators to encourage teenagers to use creative arts and problem solving techniques to contribute to the well-being of others and their communities. The Program is offered at various locations throughout the County, primarily in after school programs and schools, resulting in diverse groups.

The total annual budget for the Program is over \$200,000 for contractual services, personnel costs, operational expenses, equipment/materials/supplies, travel, indirect costs, and other miscellaneous expenses. The \$45,000 provided from District 2 (\$5,000) and District 4 (\$40,000) RAP funding will help offset a portion of the program expenses. The Agreement has been executed on behalf of Toward a More Perfect Union, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	Dimis Lellina	1/4/08
	Department Director	Date
Approved by:	Jul	1/18/68
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	<u>-0-</u> <u>45,000</u> <u>-0-</u> y) <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	<u>45,000</u>	0	0	0	
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curre Budget Account No.:	nt Budget? Yo Fund <u>3600</u> Object <u>8201</u>	Departme		902 and R904	
B. Recommended Sour	ces of Funds/S	ummary of	Fiscal Impact:		
Recreation Assistar	nce Program				
District 2 District 4	3600-583-R902 3600-583-R904			\$5,000 <u>\$40,000</u> \$45,000	

ckopelakis C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

B. Legal Sufficiency: CNOLOS

acolomitz/EL 1/11/08 Contract Development and

This Contract complies with our contract review requirements.

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP07-08\District 4\Toward a More Perfect Union\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND TOWARD A MORE PERFECT UNION, INC. FOR COMMUNITY YOUTH PROGRAM YOUTH STUDY CIRCLES

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 Toward a More Perfect Union, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "TMPU".

WITNESSETH:

WHEREAS, TMPU is a not-for-profit organization formed to address issues of race relations and diversity in Palm Beach County; and

WHEREAS, TMPU has developed the Community Youth Program (CYP) to expand opportunities for middle and high school students to participate in after-school recreational, cultural, and community activities by building on its existing Teen Study Circles/Through a Creative Lens program (the "Program"); and

WHEREAS, Program facilitators encourage teenagers to use creative arts and problem solving techniques to contribute to the well-being of others and their communities; and

WHEREAS, the Program is offered at various locations throughout the County, primarily in after-school programs and schools, resulting in diverse groups of approximately one hundred (100) participating students; and

WHEREAS, the total annual budget for the Program is over \$200,000; and

WHEREAS, TMPU has requested \$45,000 from County to offset Program costs for contractual services, personnel costs, operational expenses, equipment/materials/supplies, travel, indirect costs and other miscellaneous expenses related to the Program; and

WHEREAS, County desires to provide funding to assist TMPU with costs for the Program; and

WHEREAS, funding to assist TMPU with Program costs in an amount not to exceed \$45,000 is available from the Recreation Assistance Program (RAP) - District 2 (\$5,000) and District 4 (\$40,000); and

WHEREAS, cultural and recreational community building and diversity programs for youth 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 \$45,000 to TMPU for the Program for contractual services, personnel costs, operational expenses, equipment/materials/supplies, travel, indirect costs, and other miscellaneous expenses related to the Program, 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 TMPU 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 TMPU. Said information shall list each invoice paid by TMPU and shall include the vendor invoice number; invoice date; and the amount paid by TMPU along with the number and date of the respective check and/or proof of payment for said payment. TMPU shall attach a copy of each vendor invoice paid by TMPU along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, TMPU's Program Administrator and Project Financial Officer shall certify the total funds spent by TMPU on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by TMPU and approved by TMPU as indicated.

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

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

8. The term of this Agreement shall be until January 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event TMPU is in default of its obligations under this Agreement, the County shall provide TMPU thirty (30) days written notice to cure the default. In the event TMPU 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 TMPU for the Project deemed to be in default and TMPU shall return any County RAP funds already collected by TMPU 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. TMPU shall complete the Project by October 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 1, 2007, through October 31, 2008. TMPU shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 31, 2009. Upon written notification to County at least ninety (90) days prior to that date TMPU may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny TMPU's request for said extension.

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

13. TMPU 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 TMPU. 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 TMPU 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, TMPU 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 TMPU, 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 apply for the period prior to the Agreement for which TMPU is eligible to receive reimbursement from the County.

16. TMPU 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. The requirements contained herein, as well as County's review of acceptance of insurance maintained by TMPU are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by TMPU under the Agreement.

<u>Commercial General Liability</u>. TMPU 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. TMPU shall provide this coverage on a primary basis.

Automobile. TMPU 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 TMPU or by anyone employed by or contracting with TMPU. Should

TMPU 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 TMPU and Palm Beach County as Additional Insured.

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

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

<u>Waiver of Subrogation</u>. TMPU 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 TMPU 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 TMPU enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, TMPU 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 thirty (30) 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.

<u>**Right to Review.**</u> 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, TMPU shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and TMPU 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, TMPU 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, either 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 TMPU President Toward a More Perfect Union, Inc. 2300 High Ridge Road Boynton Beach, FL 33426

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.

PALM BEACH COUNTY, FLORIDA, BY ITS ATTEST: SHARON R. BOCK, Clerk & **BOARD OF COUNTY COMMISSIONERS** Comptroller By **Deputy Clerk** Commissioner Addie L. Greene, Chairperson WITNESSES: TOWARD A MORE PERFECT UNION, INC. FEI # 03-0379338 $I \mid L \mid D$ By: RETOP Title Signature

APPROVED AS TO FORM AND **LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS

By: (mn

By:

By:

County Attorney

Dennis L. Eshleman, Director Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of A	Agency:
Agency Name:	Toward a Mo
Mailing Address:	2300 High R
	Boynton Bea

Toward a More Perfect Union, Inc. 2300 High Ridge Road Boynton Beach, FL 33426

Federal Employer Identification Number:03-0379338

Name of President: Paula Behul, Board Chair

Name of Executive Director: William H. Rothchild, ACSW

Project/Project Liaison Information:

Name: Telephone #: Fax #: e-mail:

Inger Brown Cheves, Youth Programs Director 561-740-7005 561-735-7952 icheves@tmpu.org

Purpose/Mission of Agency:

To unite our community through civic participation and open dialogue that leads to constructive action on race, ethnic, and cultural relations, promoting human dignity and creating opportunity for all.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Youth Study Circles for Middle and High School Students

2. Project Description

• General (Project Scope):

TMPU will continue to expand opportunities for middle and high school students to participate in after-school recreational, cultural, and community activities by building on its existing Teen Study Circles program. Young people will use dialog, cultural exchange, creative arts, and problem solving to contribute to the well-being of others and their communities.

• Public Purpose:

In collaboration with various after school and other community programs, diverse groups of students will get together to enjoy snacks and have some fun, while considering serious issues, learning to work together to solve problems, and expressing their thoughts and ideas through creative arts and community projects. The young people will meet in "Study Circles" and other activities to share information and discuss issues affecting their peers, schools, and communities. They will also plan and complete creative arts, media, and/or community service projects around problems or issues they wish to address as a result of their dialog and shared activities.

> EXHIBIT A Page 1 of 2

Location and Date:

Activities will take place throughout the project period in various locations throughout Palm Beach County, including after-school programs, agencies, and schools.

Anticipated Number of Participants/Users:

Direct participation of a minimum of 100 youngsters is planned. The true impact of the program will be made, though, on literally thousands of Palm Beach County youth and adults who will benefit from the teens' problem-solving efforts, and enjoy and learn from their follow-up projects.

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.

Contractual Services Personnel Costs Operational Expenses Equipment, Materials, & Supplies Travel Indirect Costs

4. Estimated Lump Sum Total for Project

\$ 45,000

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). ______11/1/07 _____ to ____10/31/08_____

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 Attachment: Certificate of Insurance <u>x</u>

Amount of Recreation Assistance Program Funding awarded \$ <u>45,000</u> District 4 (\$40,000) and District 2 (\$5,000) (filled in by County)

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

EXHIBIT A Page 2 of 2



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

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alary & Wages	(% of salaries)	(S)			
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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pur E = Equipment T = Travel I = Indirect Costs	chases		•	
expenses were	nereby certify that the above incurred for the work identified shed in the attached progress	as	Certification: I hereby been maintained as re expenses reported abo request.	quired to support th	e project
dministrator	Date		Financial Officer		Date
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							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

<u>Key Legend</u> C = Contractual Services

M = Materials, Supplies, Direct Purchases

S = Salary & Wages

E = Equipment

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

	T = Travel I = Indirect Costs				•			
			ⁱ Check or	Voucher	Invoic	e		
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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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+	EVCREDA	MORELLA LIADILITY				AUTO ONLY: AGG	8
		ر بسندام				EACH OCCURRENCE AGGREGATE	5 6 8
		ICTIBLE INTION \$					\$
ANI	Y PROPRIETO	PENSATION AND ABILITY DR/PARTNER/EXECUTIVE ER EXCLUDED?	4185000	07/17/07	07/17/08	X TORY LIMITS OTH- EL. EACH ACCIDENT E.L. DIBEASE - EA EMPLOYEE	\$ \$ 500000
	ia, desorba ur CIAL PROVIE HER	laer ICNS below	······································				\$ 500000
er tj	non of ope Lficate Cage.	RATIONS/LOCATIONS/VEHIC	d as additional i	ORSEMENT / SPECIAL PROV naured in resp	ects to lis	bility	
RTIF	ICATE HO	LDER		CANCELLATIC			
	Palr c/c Attr 270(Beach County Farks and Reore 1: Admin. Suppor 3 6th Ave South 2 Worth FL 33461	t Mgr.	SHOULD ANY OF DATE THEREOF, 1 NOTICE TO THE C IMPOSE NO CELIC REPRESENTATIVE	THE ABOVE DEBORISI IME IBBUING INSURER ERTIFICATE HOLDER SATION OR LIABILITY SE.	ED POLICIES SE CANCELLED I WILL ENDEAVOR TO MAIL NAMED TO THE LEFT, BUT FA OP ANY KIND UPON THE INSU	DAYS WRITTEN
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