Agenda Item #: 3.M.11.

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 8, 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 American Cancer Society, Florida Division, Inc. for the period July 8, 2008, through August 31, 2008, in an amount notto-exceed \$1,000 for funding of the Glades Relay for Life event.

Summary: This funding is to help offset costs incurred by the American Cancer Society, Florida Division, Inc. for the Glades Relay for Life event held at the Pahokee Recreation Center the weekend of March 28, 2008. The event was attended by approximately 1,000 participants from the western communities. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to February 28, 2008. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: The American Cancer Society is a not-for-profit organization whose mission is to eliminate cancer as a major health problem by prevention, saving lives, and diminishing suffering from cancer through research, education, advocacy and service. Through its West Palm Beach branch, the American Cancer Society hosted the Glades Relay for Life as a recreational event held to fight cancer and raise health awareness in the community. The event was an over night community gathering featuring camping and a track relay race where participants joined in the fight against cancer by raising funds.

The total cost of the Glades Relay for Life event was approximately \$35,000 for contractual services, personnel costs, operational expenses, equipment, and other miscellaneous expenses relating to the event. The \$1,000 from RAP - District 6 will help offset expenses relating to the event. The Agreement has been executed on behalf of American Cancer Society, Florida Division, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	
Department Director	
Approved by:Assistant County Administrator	

2/16/08 ate 7/,/08

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)	-0- 1,000 -0- -0- -0-	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	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0_				
Is Item Included in Curren Budget Account No.:	Fund <u>3600</u>	s <u>X</u> Department <u>5</u> Program <u>N</u>		<u> 2906</u>	
B. Recommended Sourc	es of Funds/Sເ	ummary of Fis	cal Impact:		
Recreation Assistant District 6	<u>e Program</u> 3600-583-R90	6-176-8201		\$1,000	
C. Departmental Fiscal R	eview:	cko	pelakis		-
	<u>III. RE</u>	VIEW COMME	NTS		
A. OFMB Fiscal and/or C	ontract Develo	opment and Co	ontrol Comme	ents:	
OFMB, 82.6 24/08	CNU218	Con	tract Develop	ment and Contro	5[25)0JP
B. Logal Sufficiency: 7/10 Assistant County Attorne	3 W	23/08 6/28/0	This Cor vontract	ntract complies with e review requirements.)]]]
C. Other Department Rev	view:				
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Department Director

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND AMERICAN CANCER SOCIETY, FLORIDA DIVISION, INC. FOR FUNDING OF THE GLADES RELAY FOR LIFE EVENT

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 American Cancer Society, Florida Division, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "American Cancer Society".

WITNESSETH:

WHEREAS, American Cancer Society is a not-for-profit organization whose mission is to eliminate cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and service; and

WHEREAS, American Cancer Society sponsored the Glades Relay for Life Event (the Event) on March 28, through March 29, 2008, at the Pahokee Recreation Center, in Pahokee; and

WHEREAS, the purpose of the Event was to fight cancer and raise health awareness in the community; and

WHEREAS, the Event was an overnight community gathering featuring camping and a track relay race where approximately one thousand (1,000) participants joined in the fight against cancer by raising money to help prevent cancer, save lives, and diminish suffering from the disease; and

WHEREAS, Event participants in the Event were provided with information regarding cancer prevention, early detection, treatment, and patient support; and

WHEREAS, the total cost of the Event was approximately \$35,000 for contractual services, personnel costs, operational expenses, equipment, and other miscellaneous expenses relating to the Event; and

WHEREAS, American Cancer Society has requested that County provide \$1,000 to help offset expenses for the Event; and

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

WHEREAS, community health, recreational, and educational events 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 American Cancer Society for the Event for contractual services, personnel costs, operational expenses, equipment, and other miscellaneous expenses relating to the Event, 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 American Cancer Society 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 American Cancer Society. Said information shall list each invoice paid by American Cancer Society and shall include the vendor invoice number; invoice date; and the amount paid by American Cancer Society along with the number and date of the respective check or proof of payment for said payment. American Cancer Society shall attach a copy of each vendor invoice paid by American Cancer Society 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, American Cancer Society's Program Administrator and Project Financial Officer shall certify the total funds spent by American Cancer Society on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by American Cancer Society and approved by American Cancer Society as indicated.

3. American Cancer Society incurred expenses for the Project beginning on February 28, 2008. Those costs incurred by American Cancer Society for the Project, approved and submitted accordingly by American Cancer Society subsequent to February 28, 2008, 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 American Cancer Society 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. American Cancer Society warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

8. The term of this Agreement shall be until August 31, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event American Cancer Society is in default of its obligations under this Agreement, the County shall provide American Cancer Society thirty (30) days written notice to cure the default. In the event American Cancer Society 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 American Cancer Society for the Project deemed to be in default and American Cancer Society shall return any County RAP funds already collected by American Cancer Society 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. American Cancer Society shall complete the Project by May 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 28, 2008, through May 31, 2008. American Cancer Society shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 31, 2008. Upon written notification to County at least ninety (90) days prior to that date American Cancer Society may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny American Cancer Society's request for said extension.

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

13. American Cancer Society 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 American Cancer Society. 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 American Cancer Society 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, American Cancer Society 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 American Cancer Society, 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 American Cancer Society is eligible to receive reimbursement from the County.

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

Commercial General Liability. American Cancer Society 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. American Cancer Society shall provide this coverage on a primary basis.

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

Additional Insured. American Cancer Society 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." American Cancer Society shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. American Cancer Society 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 American Cancer Society 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 American Cancer Society enter into such an agreement on a pre-loss basis.

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

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

19. The County and American Cancer Society 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, American Cancer Society certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

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As to the County:

Director of Parks and Recreation Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, Florida 33461

As to American Cancer Society:

President American Cancer Society, Florida Division, Inc. C/O American Cancer Society West Palm Beach Office 621 Clearwater Park Road West Palm Beach, Fl 33401

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.

DIVISION, INC.

By:

Title:

7

By,

EIN Number: 590657320

Name (Type or

55001

Signature

ATTEST: SHARON R. BOCK, Clerk & Comptroller

Deputy Clerk

By:

By:

BOARD OF COUNTY COMMISSIONERS

AMERICAN CANCER SOCIETY, FLORIDA

PALM BEACH COUNTY, FLORIDA, BY ITS

By: _____ Commissioner Addie L. Greene, Chairperson

WITNESSES:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

County Attorney

Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Agency: American Cancer Society, Florida Division, Inc. Mailing Address: **621 Clearwater Park Road, West Palm Beach, FL 33401** Federal Employer Identification Number: 590657320 Name of President: Don Webster, CEO Name of Executive Director: Cari Crady Project Liaison Information:

Name:Maureen Gross

Telephone #: 561-650-0136

Fax #: 561-659-2316

e-mail: Maureen.gross@cancer.org

Purpose/Mission of Agency:The American Cancer Society is the nationwide community-based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer, through research, education, advocacy and service.

PROJECT INFORMATION

1. Name of Project: Glades Relay for Life Event

2. Project Description:

• General (Project Scope): Relay for Life is an overnight event hosted by a community school or park. The Glades Relay for Life will take place at Pahokee Recreation Center. People from South Bay, Pahokee and Belle Glade will be participating in this unique event to fight cancer and raise health awareness in the community. Teams of people camp out and take turns walking or running around a track or path. Each team is asked to have a representative on the tract at all times during the event because cancer never sleeps. Relays are overnight events.

- Public Purpose: Relay for Life is a community gathering where everyone can participate in the fight against cancer. Relay for Life brings together communities to raise money to help prevent cancer, save lives and diminish suffering from the disease. While raising much needed funds, Relay also raises awareness of cancer prevention, early detection, treatment, and patient support. Relay brings together people from all walks of life with the common goal of eliminating cancer.
- Location and Date: Pahokee Recreation Center,360 East Main Pahokee, FL 33476 - March 28-29, 2008
- Anticipated Number of Participants/Users: 1,000

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". <u>Do not include expenditure line item budget/ amounts.</u>)

Contractual Services, Personnel costs, Operational Expenses, Equipment, and Other Miscellaneous Expenses

- 3. Estimated Lump Sum Total for Project: <u>\$ 35,000</u>
- 4. 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). February 28, 2008 to May 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. <u>Do not submit reimbursement documentation 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 \underline{X} Amount of Recreation Assistance Program Funding awarded

\$ <u>1,000</u> District <u>6</u> (filled in by County)

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

EXHIBIT A Page 1



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

	Ph A X / B A Ph A 1999	DEALEAT
CONTRACT		REONEST
CONTRACT		

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)		<u></u>	
Equipment	(E)			,
Travel	(T)			•
Indirect Costs	(1)			•
TOTAL PROJECT COSTS				• • • •
Key LegendC = Contractual ServicesS = Salary & WagesM = Materials, Supplies, Direct FE = EquipmentT = TravelI = 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.

	PBC	CUSE ON	<u>ILY</u>	
County Funding Participation		\$		
Total Project Costs To Date:		\$		
County Obligation To Date		\$		
County Retainage (%)		\$		
County Funds Previously Disburs	ed	\$		
County Funds Due this Billing		\$		
Reviewed and Approved By:		· .		
	PBC Project	Administra	tor	Date
	Department	Director		Date

Page 1 of

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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

Date

Page 2 of

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		Florida Division, Inc.		INSURER C:			
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Ē	RTIF	CATE HOLDER		CANCELL	ATION	ribed policies be cancel	ED BEFORE THE EXPIR
02	C/O 2700	n Beach County Parks & Recreation I) 6th Avenue South 9 Worth, FL 33461	Department	DATE THERE NOTICE TO T IMPOSE NO I REPRESENT AUTHORIZE	of, the issuing ineu He certificate hold Deligation or Liabil Atives.	rer will endeavor to ma Der named to the left, bu Ity of any kind upon the	T FALURE TO DO SO SI
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