Agenda Item #: 3.M.3.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date:	July 8, 2008	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Departmen	<u>nt</u>	
Submitted For	: Parks and Recreation Departmen	<u>1t</u>	
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#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Agreement with Florence Fuller Child Development Centers, Inc., for the period July 8, 2008, through December 1, 2008, in an amount not-to-exceed \$10,000 for funding of the purchase and installation of playground equipment and an air conditioner for the recreation room.

**Summary:** This funding is to assist with the cost of the purchase and installation of playground equipment and an air conditioner for the recreation room at the Florence Fuller Child Development Center's east center located at 200 N.E. 14<sup>th</sup> Street in Boca Raton. The east center serves approximately 150 toddlers and children in its daily and after school programs. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to May 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 4 Funds. <u>District 4</u> (AH)

Background and Justification: Florence Fuller Child Development Centers, Inc. is a not-for-profit organization that serves disadvantaged families. Its mission is to provide inclusive quality childcare and family support services to prepare children for a lifetime of learning. Florence Fuller is purchasing and installing new playground equipment for its toddler playground, and purchasing an air conditioning unit for the center's recreation room.

The purchase and installation of the playground equipment and air conditioner is anticipated to be approximately \$15,000. The \$10,000 from District 4 RAP will offset a portion of the cost of these two projects. The Agreement has been executed on behalf of Florence Fuller Child Development Centers, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

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Recommended by:	Department Director	6/16/08
Approved by:	Department Director	Date *//0 s
1 1 · · · · · · · · · · · · · · · · · ·	Assistant County Administrator	Date

### II. FISCAL IMPACT ANALYSIS

Department Director

REVISED 10/95 ADM FORM 01

# AGREEMENT BETWEEN PALM BEACH COUNTY AND FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC. FOR TODDLER PLAYGROUND EQUIPMENT AND AIR CONDITIONER FOR RECREATION ROOM

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 Florence Fuller Child Development Centers, Inc. a Florida not-for-profit corporation, hereinafter referred to as "Florence Fuller".

#### WITNESSETH:

WHEREAS, Florence Fuller is a not-for-profit organization serving disadvantaged families whose mission is to provide inclusive quality child care and family support services to prepare children for a lifetime of learning; and

WHEREAS, Florence Fuller serves over one hundred fifty (150) toddlers and children in its daily and after school programs at its east center located at 200 N.E. 14<sup>th</sup> Street in Boca Raton; and

WHEREAS, Florence Fuller plans to purchase and install playground equipment for the toddler playground and purchase and install an air conditioning unit for the center's recreation room; and

WHEREAS, the total cost of the playground equipment and air conditioner purchase and installation is anticipated to be approximately \$15,000; and

WHEREAS, Florence Fuller has requested that County provide \$10,000 to offset costs for purchase and installation of playground equipment and an air conditioner; and

WHEREAS, funding for the purchase and installation of playground equipment and purchase and installation of an air conditioner in an amount not-to-exceed \$10,000 is available from District 4 Recreation Assistance Program (RAP) reserves; and

WHEREAS, recreational facilities and child care and extended day care programs for children and 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 \$10,000 to Florence Fuller for purchase and installation of playground equipment and purchase and installation of an air conditioning unit for the recreation room 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 Florence Fuller 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 Florence Fuller. Said information shall list each invoice paid by Florence Fuller and shall include the vendor invoice number; invoice date; and the amount paid by Florence Fuller along with the number and date of the respective check or proof of payment for said payment. Florence Fuller shall attach a copy of each vendor invoice paid by Florence Fuller 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, Florence Fuller's Program Administrator and Project Financial Officer shall certify the total funds spent by Florence Fuller on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Florence Fuller and approved by Florence Fuller as indicated.
- 3. Florence Fuller incurred expenses for the Project beginning on May 1, 2008. Those costs incurred by Florence Fuller for the Project, approved and submitted accordingly by Florence Fuller subsequent to May 1, 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 Florence Fuller 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. Florence Fuller warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Florence Fuller 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. Florence Fuller shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until December 1, 2008, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Florence Fuller is in default of its obligations under this Agreement, the County shall provide Florence Fuller thirty (30) days written notice to cure the default. In the event Florence Fuller 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 Florence Fuller for the Project deemed to be in default and Florence Fuller shall return any County RAP funds already collected by Florence Fuller 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. Florence Fuller shall complete the Project by August 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 1, 2008, through August 31, 2008. Florence Fuller shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 1, 2008. Upon written notification to County at least ninety (90) days prior to that date Florence Fuller may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Florence Fuller's request for said extension.
- 12. In the event Florence Fuller 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 Florence Fuller. The determination that Florence Fuller has ceased or suspended the Project shall be made by County and Florence Fuller agrees to be bound by County's determination.
- 13. Florence Fuller 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 Florence Fuller. 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 Florence Fuller 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, Florence Fuller 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 Florence Fuller, 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 Florence Fuller is eligible to receive reimbursement from the County.

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

Commercial General Liability. Florence Fuller 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. Florence Fuller shall provide this coverage on a primary basis.

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

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

Waiver of Subrogation. Florence Fuller 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 Florence Fuller 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 Florence Fuller enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Florence Fuller 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.

**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, Florence Fuller shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. Florence Fuller 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 Florence Fuller, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and Florence Fuller 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, Florence Fuller 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 Florence Fuller:

**Executive Director** 

Florence Fuller Child Development Centers, Inc. 200 N.E. 14<sup>th</sup> Street Boca Raton, FL 33432

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
Carolann Spivak Commission # DD585334 Expires August 15, 2010 Bonded Troy Fain - Insuirance, Inc. 800-385-7019	FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC. FEI Number: 59-1312245 By: Douglas G. Paton Name (Type or Print) Title Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: County Attorney	By: James AND CONDITIONS  By: James AND CONDITIONS  By: James AND CONDITIONS  By: James AND CONDITIONS  By: James AND CONDITIONS

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

#### **BACKGROUND INFORMATION**

Name and address of Agency:

Agency Name: Florence Fuller Child Development Centers, Inc.

Mailing Address: 200 N.E. 14th Street, Boca Raton FL 33432

Federal Employer Identification Number: 59-1312245

Name of President: Thomas Ehrbar

Name of Executive Director: Lorraine Herdeen

Project/Project Liaison Information:

Name: Byron Dent

Telephone #: 561-391-7274 x 119

Fax #: 561-391-6641 e-mail: bdent@ffcdc.org

Purpose/Mission of Agency: To provide inclusive quality childcare and family support services to prepare children for a lifetime of learning. Serves economically <a href="PROJECT/PROGRAM INFORMATION">PROJECT/PROGRAM INFORMATION</a> disadvantaged families.

1. Name of Project/Program: Toddler Playground Equipment and Air Conditioner for Recreation Room

2. Project/ Program Description

- General (Project Scope): (1) Install playground equipment for children ages 1-3 years old. (2) Install 13 seer 5 ton a/c unit for recreation room.
- Public Purpose: The playground equipment will be used by 68 children from low-income, predominantly minority families enrolled at FFCDC east center.
  - Location: 200 NE 14th Street, Boca Raton, FL 33432

• Anticipated Number of Participants/Users: Playground 68 children x 249 days each year. \*Rec Room used by 100 after school children and summer campers. Room is used/family/service activities in the evenings and weekends. Project/Program Elements: List anticipated broad categories of

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/amounts.

Purchase and delivery of playground equipment, site preparation, installation of equipment and safety surfaces, inspection of project. Removal and safe disposal of existing a/c unit, purchase and installation of new energy efficient a/c unit.

- 4. Estimated Lump Sum Total for Project/Program \$ 15,000
- 5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).

  May 12008 to August 2008 month/day/year

(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 until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. F	Required	Attach	ments:
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Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded

\$ 10,000 District 4



#### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### **CONTRACT PAYMENT REQUEST**

Date

Grantee:			Project Name:		
Submission #: _			Reimbursement Period:		
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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pu E = Equipment				
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Re	viewed and Approved By:	PBC Pr	oject Administrator	Date	_
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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	
<b>CONTRACTUAL SERVICES PURCHASE SCHEDUL</b>	E

**EXHIBIT B** 

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