Agenda Item #: 3.M.4.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	9/9/08	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Pa	rks and Recreation		
Submitted By: <u>Pa</u>	rks and Recreation Depar	tment	
Submitted For: Pa	rks and Recreation Depar	<u>tment</u>	•
	I. EXECU	JTIVE BRIEF	
Activities, Inc. for th	Staff recommends motion e period August 19, 2008, funding of after school prog	through December 30, 2	t with The Center for Youth 2008, in an amount not-to-
Park by The Center f to 12 and their paren	ling is to assist with expense or Youth Activities, Inc. The ts. The Agreement allows fo ember 1, 2007. Funding is fro AH)	programs serve approxil or the reimbursement of e	mately 108 youth from age 5 ligible project costs incurred
that has developed a Veterans Park. The youth from low incom	ustification: The Center for after school recreational proprograms provide safe, nurther families. Programs provide ional, art and cultural evented self-sufficiency.	ograms for youth held at uring, after school, holida ded by the Center include	the Youth Activity Center in y, and summer programs for after school transportation,
teachers, filed trips supplies, and other n from RAP - District 5	t is approximately \$60,000 for and vehicle expenses, maniscellaneous expenses ass will help offset these operate for Youth Activities, Inc., an	aintenance and fuel, ins lociated with the after sch tional costs. The Agreer	surance, technology, food, ool programs. The \$40,000 nent has been executed on
Attachment: Agree	ment		
Recommended by:	Department Directo	llms.	7/30/08'
	711		/ /

Assistant County Administrator

Approved by:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	f Fiscal Impact				
Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	40,000 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	40,000	0	0	-0-	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)				· 	
Is Item Included in Currer Budget Account No.:		Department 5	No 583	<u>5</u>	
B. Recommended Source	es of Funds/Sเ	ummary of Fis	cal Impact:		
Recreation Assistant District 5 360	<u>ce Program</u> 0-583-R905-08	7-8201	\$40,000		
C. Departmental Fiscal R	deview:	ckopel	akis		
	III. RE	VIEW COMME	NTS		
A. OFMB Fiscal and/or C	ontract Develo	pment and Co	ontrol Commer	its:	
OFMB & s/4/cg B. Legal Sufficiency:	oxloi(s)	Cor	ntract Developed Contract This item complies we County policies	ent and Contro	<u>0.8/5/08</u>
Assistant County Attorne	16/08				
C. Other Department Rev	/iew:				
Department Director					

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP07-08\District 5\Youth Activity Center\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CENTER FOR YOUTH ACTIVITIES, INC. FOR AFTER SCHOOL PROGRAMS

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 Center for Youth Activities, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Center".

WITNESSETH:

WHEREAS, Center has developed after school recreational programs ("Programs") for youth, which are held at the Youth Activity Center in Veterans Park; and

WHEREAS, Programs provide safe, nurturing after-school, holiday and summer programs for youth from low income families; and

WHEREAS, Programs as provided by Center include after school transportation, educational, recreational, art, and cultural events with an emphasis on family values, social skills, conflict resolution and self-sufficiency; and

WHEREAS, Center's Programs serve one hundred eight (108) youth from ages five (5) to twelve (12) and their parents; and

WHEREAS, the budget for Center's Programs is approximately \$60,000 annually for operational expenses, personnel costs, tutors and teachers, field trips and vehicle expenses, maintenance and fuel, insurance, technology, food, supplies, and other miscellaneous expenses associated with the Programs; and

WHEREAS, Center has requested that County provide \$40,000 to assist in the payment of expenses for said Programs; and

WHEREAS, funding for the Programs in an amount not-to-exceed \$40,000 is available from the Recreation Assistance Program (RAP) - District 5; and

WHEREAS, after school programs for youth are deemed a public purpose; and WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$40,000 to Center for Programs for operational expenses, personnel costs, tutors and teachers, field trips, vehicle

expenses (maintenance and fuel), insurance, technology, food, supplies, and other miscellaneous expenses associated with the Programs, as set forth in Exhibit "A", hereinafter referred to as the "Project".

- 2. County will use its best efforts to provide said funds to 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 Center. Said information shall list each invoice paid by Center and shall include the vendor invoice number; invoice date; and the amount paid by Center along with the number and date of the respective check or proof of payment for said payment. Center shall attach a copy of each vendor invoice paid by 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, Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Center and approved by Center as indicated.
- 3. Center incurred expenses for the Project beginning on September 1, 2007. Those costs incurred by Center for the Project, approved and submitted accordingly by Center subsequent to September 1, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.
- 4. RAP funds may be used as a match for other local, state, or federal grant programs, but 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. 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. 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

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. 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 December 30, 2008, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Center is in default of its obligations under this Agreement, the County shall provide Center thirty (30) days written notice to cure the default. In the event 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 Center for the Project deemed to be in default and Center shall return any County RAP funds already collected by 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. Center shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2007, through September 30, 2008. 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 December 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Center's request for said extension.
- 12. In the event 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 Center. The determination that Center has ceased or suspended the Project shall be made by County and Center agrees to be bound by County's determination.

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

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

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

Automobile. 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 Center or by anyone employed by or contracting with Center. Should 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 Center and Palm Beach County as Additional Insured.

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, 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 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, Center shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. 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 Center, County shall have the right to inspect and audit said books, records, documents and other

evidence during normal business hours.

19. The County and 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, 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 Center:

Executive Director
The Center for Youth Activities, Inc.
P.O. Box 970873
Boca Raton, FI 33497

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: Juger Derouca Junett	THE CENTER FOR YOUTH ACTIVITIES, INC. EIN Number: 650416165 By: Name (Type or Print) Title: Executive Director
	By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By : Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Agency: Youth Activity Center, Inc.

Mailing Address: 9400 Palmetto Park Road, Boca Raton, Fl 33428

Federal Employer Identification Number: 65-0416165

Name of President:--Phillip Bloom Name of Executive Director:--Ellen Joy Vahab Project Liaison Information:

Name: The Center for Youth Activities, Inc.

Telephone #: 561-883-9325

Fax #: 561-883-9124

e-mail: YACenter@aol.com

Purpose/Mission of Agency:

The Youth Activity Center is a safe, nurturing place that offers after-school, holiday and summer programs for youth from low-income families. YAC offers educational, recreational, art and cultural events including supervised homework assistance. The Center also emphasizes family values, social skills, conflict resolution and self-sufficiency.

PROJECT INFORMATION

- 1. Name of Project: Youth Activity Center's Programs
- 2. Project Description
 - General (Project Scope):

The Youth Activity Center picks up children 5-12 years old from six different elementary schools. The Center is open year round for all families of need, during summer, holidays and teachers work days

Public Purpose:

Assist families and children in Palm Beach County with after care, holidays and summer programs at a sliding scale fee for children of need in Palm Beach County.

- Location and Date:
 9400 West Palmetto Park Rd, Boca Raton, FL 33428
- Anticipated Number of Participants/Users: Capacity of 108 daily.
- 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. operational expenses, personnel costs, tutus and teachers, field trips and EXHIBIT A vehicle expenses, maintenance and fuel, insurance, technologyage 1 food, pupplies, and other miscellaneous expenses.

- 4. Estimated Lump Sum Total for Project: \$60,000
- 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). August 2007 to August 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 Attachme Certificate of Insura		
Amount of Recreation Ass	istance Program Funding awarded	\$_40,000
		District 5
		(filled in by County

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



Grantee: _

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Project Name:

Submission #: _	***************************************		Reimbursement	Period:	· · · · · · · · · · · · · · · · · · ·	
		:				
Item		<u>Key</u>	Project Costs This Submission		Cumulative Project Costs	
Contractual Serv	rices	(C)		.		
Salary & Wages	(% of salaries)	(S)				
Materials, Suppli	es, Direct Purchases	(M)				·
Equipment		(E)	· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·
Travel		(T)	·			·
Indirect Costs		(1)		-		
	TOTAL PROJECT COST	S :		=		
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases				
expenses were	nereby certify that the above incurred for the work identification in the attached progres	ed as	been maintaine	d as required	that the documen I to support the pro nd is available for a	ject
Administrator	Date		Financial Office	er	Date)
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			PBC USE ONLY			
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Tota	al Project Costs To Date:		\$			
Cou	unty Obligation To Date		\$			
Cou	ınty Retainage (%)		\$	<u>, ,</u>		
Соц	ınty Funds Previously Disbu	rsed	\$			
Cou	ınty Funds Due this Billing		\$			
Re	viewed and Approved By:					· .
		PBC Pr	oject Administrator		Date	
		Departn	nent Director		Date	
CASAINOE	RIFORMS\3 Pa - Evhibit B vis		Page 1 of			

EXHIBIT B

Key Legend
C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases

E = Equipment T = Travel

I = Indirect Costs

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

	Grantee:			_	Project Name:							
Submittal #				-	Project Name: Contract Reimbursement Period:							
	Oubilittal #.				•	Contract Re	eimbursem	ent Period:				
			Check or	· Voucher		Invoice						
Payee (Vendor/Contracte	or)	Key_	Number	Date	Num	ber [Date	Amount	·	Expense Description		
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Administrator		•	Date				*					

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

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

		Check or	r Voucher	invo	ice		
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Certification: I hereby certify that the	ourchases r	noted above were	e used in	Certification: 1	hereby certify tha	at bid tabulations, executed c	contract, cancelled checks, and
accomplishing this project.				other purchasir	ng documentation	have been maintained as re	equired to support the costs
				reported above	and are available	e for audit upon request.	
					Financial Officer	All the state of t	

L	C	<u>)</u>	RD. CERTIFI	CATE OF LIABIL	ITY INS	URANCE			ATE (MM/DD/YY) 07/02/2008
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INSL	RED				INSURER A. C	OLONY INSURANC	CE COMPANYY		
			THE CENTER FOR YOU	TH ACTIVITIES, INC.	INSURER 6: PI	ROGRESSIVE INS	URANCE COMPANY		
			9400 SW PALMETTO PA		NSURER C: U.	. S. LIABILITY INSU	JRANCE GROUP		
			BOCA RATON, FL 3342	3	INSURER D				
					NSURER E:				
	ERA								
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INSP	ACCIL NOTE	Γ	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIM	ns	
		GEI	NERAL LIABILITY		:		EACH OCCURRENCE	\$	\$1,000,000
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			CLAIMS MADE X OCCU	۹			MED EXP (Any one person)	<u> </u>	\$5,000
				_			PERSONAL & ADV INJURY	\$	\$1,000,000
		<u> </u>	J				GENERAL AGGREGATE	\$	\$1,000,000
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C			OCCURCLAIMS MADE	NDO1022356B			AGGREGATE	\$	\$1,000,000
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	If yes	des	cribe under PROVISIONS below				EL DISEASE - POLICY LIMIT	\$	
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