

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 23, 2008

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Everglades Area Health Education Center, Inc. for the period September 23, 2008, through October 31, 2008, in an amount not-to-exceed \$1,000 for funding of the Glades Reach Fair.

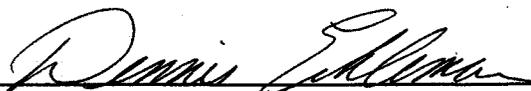
Summary: This funding is to help offset costs incurred by Everglades Area Health Education Center, Inc. for the Glades Reach Fair held at Belle Glade Elementary School on February 16, 2008. The event served 1,270 participants. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 18, 2008. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: The Everglades Area Health Education Center, Inc. is a not-for-profit organization whose mission is to assist in community building and impacting at-risk youth to make positive and drug-free choices. The Everglades Area Health Education Center sponsored the Glades Reach Fair to address health manpower and provider shortages in the Glades community through providing a variety of free medical services, exams, testing, and screenings. The event was held in a carnival-like setting with food, prizes, music and dance, face painting, and special programs for children.

The total cost of the Glades Reach Fair was approximately \$18,000 for contractual expenses, facility rental, general rental (tables, chairs, etc.), tent rental, food, medical supplies, and other miscellaneous expenses. The \$1,000 from District 6 RAP funding will help offset project expenses. The Agreement has been executed on behalf of Everglades Area Health Education Center, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:


Department Director

8/29/08
Date

Approved by:


Assistant County Administrator

9/9/08
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND EVERGLADES AREA HEALTH
EDUCATION CENTER, INC. FOR FUNDING OF THE GLADES REACH FAIR**

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 Everglades Area Health Education Center, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Health Education Center".

WITNESSETH:

WHEREAS, Health Education Center is a not-for-profit organization whose mission is to assist in community building and impacting at-risk youth to make positive and drug-free choices; and

WHEREAS, Health Education Center sponsored the Glades Reach Fair at Belle Glade Elementary School (the Event) on February 16, 2008; and

WHEREAS, the purpose of the Event was to address health manpower and provider shortages in the Glades community through a variety of free medical services, exams, testing, and screenings in a carnival-like setting with food, prizes, music and dance, face painting, and special programs for children; and

WHEREAS, the Event served 1,270 participants; and

WHEREAS, the total cost of the Event was approximately \$18,000 for contractual expenses, facility rental, general rental (tables, chairs, etc.), tent rental, food, medical supplies, and other miscellaneous expenses; and

WHEREAS, Health Education Center 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 building and service 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 Health Education Center for the Event for contractual expenses, facility rental, general rental (tables, chairs, etc.), tent rental, food, medical supplies, and other miscellaneous expenses, 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 Health Education 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 Health Education Center. Said information shall list each invoice paid by Health Education Center and shall include the vendor invoice number; invoice date; and the amount paid by Health Education Center along with the number and date of the respective check or proof of payment for said payment. Health Education Center shall attach a copy of each vendor invoice paid by Health Education 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, Health Education Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Health Education Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Health Education Center and approved by Health Education Center as indicated.

3. Health Education Center incurred expenses for the Project beginning on January 18, 2008. Those costs incurred by Health Education Center for the Project subsequent to January 18, 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 Health Education 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. Health Education 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. Health Education Center agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.

7. Health Education 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 October 31, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Health Education Center is in default of its obligations under this Agreement, the County shall provide Health Education Center thirty (30) days written notice to cure the default. In the event Health Education 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 Health Education Center for the Project deemed to be in default and Health Education Center shall return any County RAP funds already collected by Health Education 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. Health Education Center shall complete the Project by July 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 18, 2008, through July 31, 2008. Health Education 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 October 31, 2008. Upon written notification to County at least ninety (90) days prior to that date Health Education Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Health Education Center's request for said extension.

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

13. Health Education 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 Health Education 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 Health Education 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, Health Education 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 Health Education 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 the Agreement for which Health Education Center is eligible to receive reimbursement from the County.

17. Upon request by County, Health Education Center shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Health Education 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 Health Education 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 Health Education 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, Health Education 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 Health Education Center:

President, Everglades Area Health Education Center, Inc.
5725 Corporate Way, Suite, 102
West Palm Beach, FL 33407

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

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:

Sharon W. Bock
Teronica Bennett

EVERGLADES HEALTH EDUCATION CENTER, INC.

EIN Number: 59-2740588

By: Joseph Peters
Name (Type or Print)

Title: Executive Director

By: _____
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Dennis L. Eshleman*
Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Everglades Area Health Education Center, Inc.
Mailing Address: 5725 Corporate Way, Suite 102, West Palm Beach, FL 33407
Federal Employer Identification Number: 59-740588
Name of President: Richard Aiken
Name of Executive Director: Joseph Peters
Project Liaison Information:
Name: Shelley Warshaw
Telephone #: 561 640 - 3620
Fax #: 561 681 - 9284
e-mail: swarshaw@nova.edu

Purpose/Mission of Agency: To assist in community building and impacting at-risk youth to make positive and drug-free choices.

PROJECT INFORMATION

1. Name of Project: Glades REACH Fair
2. Project Description
 - General (Project Scope): This program was developed to address the Health Manpower and Provider shortages in the Glades communities and to address the issues of direct access to quality primary care for all Glades Residents. A wide variety of free medical services, exams, testing and screenings was be offered to all residents throughout the day. Trained translators were provided throughout the day in the medial wing. In addition, a healthy hot lunch was provided for all. There was no cost to any resident for services rendered and follow-up care was provided as needed.
 - Public Purpose: This was a most enjoyable day of healthcare services, music and dance, face painting and special programs for children. There was a massive fresh food distribution to families and individuals in need with hundreds of giveaways and there will be numerous raffle prizes for both adults and children including a large, color, flat screen TV. It is a fun filled day for all, with a focus on quality healthcare.
 - Location and Date(s): This event was held at Belle Glade Elementary School on Saturday, February 16th, 2008
 - Number of Participants/Users: 1,270
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 expenditures, School rental for the day, General rental (Tables and chairs), D-Eagle Enterprises (100 x80 tent) , Food for the event, Moore Medical Supplies, Adco Medical, Other miscellaneous expenses.
4. Estimated Lump Sum Total for entire project: \$18,000
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). 1/18/08 to 7/31/08
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. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.
6. Required Attachment: Insurance provided through lease with Palm Beach County School Board for facility. Insurance is included in the School Board contract.

Amount of Recreation Assistance Program Funding awarded \$ 1,000
District 6
(filled in by County)

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



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**

EXHIBIT B

Grantee: _____

Submittal #: _____

 Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					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

 Date

Susan Yinger

From: Dick Cohen
Sent: Wednesday, August 06, 2008 10:28 AM
To: Susan Yinger
Subject: RE: Agencies having Events at School District Facilities

In response to your 8/5 email, Risk Mgm't is agreeable to accepting the School Board's coverage for each of the two agencies indicated and waiving the requirement that the County be included as an "additional insured" since it is certain that the School Board's program does not allow for that situation.

From: Susan Yinger
Sent: Wednesday, August 06, 2008 10:10 AM
To: Dick Cohen
Subject: FW: Agencies having Events at School District Facilities

From: Susan Yinger
Sent: Wednesday, August 06, 2008 9:55 AM
To: Dick Cohen
Subject: FW: Agencies having Events at School District Facilities

From: Susan Yinger
Sent: Tuesday, August 05, 2008 1:38 PM
To: Dick Cohen
Cc: Veronica Kinnett
Subject: Agencies having Events at School District Facilities

Dick,

I have two agencies (Community Resource Center of Coleman Park, Inc. and Everglades Area Health Education Center, Inc.) for which I have prepared RAP Agreements for special events/programs at held by those agencies at Palm Beach County schools. Each agency paid an insurance premium (on top of the cost of their facility lease with the School District) to obtain School District insurance to cover the event liability.

I have a copy of the School Board's Certificate of insurance as well as the endorsement that indicates that "permittees and licensees" of School District facilities are "Named Insured". Would this suffice to cover our liability insurance requirements, or must the agency hold a separate insurance policy naming Palm Beach County Additional insured? Also, if the above insurance coverage is acceptable, should I omit the insurance paragraphs in the RAP Agreements? Please advise.

Thank you.

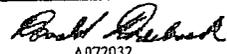
Susan Yinger
Administrative Support Manager

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/27/2007
PRODUCER (561)994-9994 FAX (561)997-7087 The Beacon Group, Inc. 3001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton, FL 33487-2730		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED School District of Palm Beach Co. 3370 Forest Hill Blvd. Suite A-103 West Palm Beach, FL 33406		INSURERS AFFORDING COVERAGE NAIC #
		INSURER A: School District of Palm Beach County
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR *200,000 PER OCCURRENCE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 100,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMP/OP AGG \$ included				
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2007	07/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 200,000
		BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ included				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	FLA STATUTE 768.28	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims bills & claims subject to Federal or Out-of-State jurisdictions

CERTIFICATE HOLDER Palm Beach County BOCC Risk Management Department Attn: Dick Cohen 160 Australian Avenue Suite 401 West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Donald E. Dresback/CO2 
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NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NC667842

ENDORSEMENT # 1

Named Insured: PERMITEES & LICENSEES - SEE ENDT #1

Agency # 00929 - 00

Continental Agency of Florida, Inc.
6413 Congress Ave, Suite 110
Boca Raton, FL 33487

Endorsement Effective Date: 07/01/2007

Surplus Lines Agent: Steven M. Finver
License Number: A084396

GENERAL CHANGE ENDORSEMENT

NAMED INSURED:

PERMITEES AND LICENSEES OF THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Tax & Fee Schedule

\$

PREMIUM: None AP RP \$

Total Taxes & Fees \$

TOTAL PREMIUM DUE \$

All other Terms and Conditions of the Policy remain unchanged.

THE BEACON GROUP / MARIE BURTON
6001 BROKEN SOUND PKWY NW, SUITE 500
BOCA RATON FL 33487

Boca Raton, FL
08/02/2007 MG

S901 (01/97)

Countersignature or Authorized Representative, whichever is applicable