

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2009

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 Project Aspiration, A Class Act Learning Center, Inc. for the period August 18, 2009, through September 30, 2009, in an amount not-to-exceed \$1,000 for funding of the Cultural Diversity Day event.

Summary: This funding is to help offset costs paid by Project Aspiration, A Class Act Learning Center, Inc. for the Cultural Diversity Day event. This event was held on May 9, 2009, and attracted approximately 1,500 participants. The Agreement allows for reimbursement of eligible expenses incurred subsequent to April 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: Project Aspiration, A Class Act Learning Center, Inc. is a not-for-profit organization whose purpose and objectives are to create an atmosphere and sponsor events that lead to respect and mutual understanding among ethnic groups within the Palm Beach County community. Project Aspiration sponsored the Cultural Diversity Day event at Veterans Park in Royal Palm Beach, as a one-day celebration of different cultures.

The total cost of the event was approximately \$1,000 for banners, brochures, fliers, food, project coordination costs, and other miscellaneous expenses. The \$1,000 from District 6 RAP funding will offset the cost of the event. The Agreement has been executed on behalf of Project Aspiration, A Class Act Learning Center, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

7/22/09
Date

Approved by: 
Assistant County Administrator

7/31/09
Date

AGREEMENT BETWEEN PALM BEACH COUNTY AND PROJECT ASPIRATION, A CLASS ACT LEARNING CENTER, INC. FOR THE CULTURAL DIVERSITY DAY 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 Project Aspiration, A Class Act Learning Center, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Project Aspiration".

WITNESSETH:

WHEREAS, Project Aspiration is a not-for-profit organization whose purpose and objectives are to create an atmosphere and sponsor events that lead to respect and mutual understanding among the ethnic groups in the community; and

WHEREAS, Project Aspiration sponsored the Cultural Diversity Day festival at Veterans Park in Royal Palm Beach (the Event) on May 9, 2009, which was a one-day celebration of different cultures and to increase understanding and knowledge of diverse heritages; and

WHEREAS, the Event was attended by approximately one thousand five hundred (1,500) participants; and

WHEREAS, the total cost of the Event was \$1,000 for promotional items including banners, brochures, fliers, food, project coordination costs, and other miscellaneous expenses; and

WHEREAS, Project Aspiration 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 is available from the Recreation Assistance Program (RAP) District 6; and

WHEREAS, community 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 Project Aspiration for the Event for banners, brochures, fliers, food project coordination costs, 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 Project Aspiration 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 Project Aspiration. Said information shall list each invoice paid by Project Aspiration and shall include the vendor invoice number; invoice date; and the amount paid by Project Aspiration along with the number and date of the respective check or proof of payment for said payment. Project Aspiration shall attach a copy of each vendor invoice paid by Project Aspiration 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, Project Aspiration's Program Administrator and Project Financial Officer shall certify the total funds spent by Project Aspiration on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Project Aspiration and approved by Project Aspiration as indicated.

3. Project Aspiration incurred expenses for the Project beginning on April 1, 2009. Those costs incurred by Project Aspiration for the Project, approved and submitted accordingly by Project Aspiration subsequent to April 1, 2009, 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 Project Aspiration 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. Project Aspiration warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Project Aspiration 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, gender identity, or expression.

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

8. The term of this Agreement shall be until September 30, 2009, commencing upon the date

of execution by the parties hereto.

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

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

13. Project Aspiration 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 Project Aspiration. 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 Project Aspiration 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, Project Aspiration 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 Project Aspiration, 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 Project Aspiration is eligible to receive reimbursement from the County.

16. Upon request by County, Project Aspiration shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

18. The County and Project Aspiration 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Project Aspiration 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.

21. 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.

22. 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 Project Aspiration:

President
Project Aspiration, A Class Act Learning Center, Inc.
6645 Traveler Road
West Palm Beach, FL 33470

23. 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 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 John F. Koons, Chairman

WITNESSES:

PROJECT APIRATION, A CLASS ACT LEARNING CENTER, INC.
EIN Number: 65-0672583

[Handwritten signatures of Sharon R. Bock and another witness]

By: *Estella M. Pyfrom*
Name (Type or Print)

Title: *Project Director*

By: *Estella M. Pyfrom*
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Name of Agency: Project Aspiration, A Class Act Learning Center, Inc.
Address: 6645 Traveler Road, West Palm Beach, FL 33411

Federal Employer Identification Number: 65-0672583

Name of President: *Estella Pyfrom*
Name of Executive Director: *Estella Pyfrom*
Project Liaison Information:
Name: *Dolores Robinson*
Telephone #: *561-697-8869*
Fax #: *561-697-8869*
e-mail: *WePyfrom@comcast.net*

PROJECT INFORMATION

1. Name of Project: **Cultural Diversity Day Festival at Veterans Park**
2. Project Description
 - General (Project Scope): *To celebrate our different cultures, and to increase our understanding and knowledge of our diverse heritages.*
 - Public Purpose: *Create an awareness and celebrate our different cultures. Provide an opportunity to increase our understanding and knowledge of our diverse heritages.*
 - Location: *Veterans Park in Royal Palm Beach (Royal Palm Beach Boulevard and Sparrow Drive)*
 - Anticipated Number of Participants/Users: *1500*
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.
Project expenses: Promotional items such as banners, brochures, flyers, food for program participants, and project coordination expenses and other miscellaneous expenses
4. Estimated Lump Sum Total for Project: \$ 1,000.00
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). *April 1, 2009 to June 30, 2009*

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 Attachments:
Certificate of Insurance N/A

Amount of Recreation Assistance Program Funding awarded

\$ 1,000
(filled in by County)

Form available online by request. Contact Susan Yinger at svinger@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.

 Administrator Date

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.

 Date

Susan Yinger

From: Dick Cohen
Sent: Tuesday, June 09, 2009 11:44 AM
To: Susan Yinger
Subject: RE: Project Aspiration, A Class Act Learning Center, Inc.\

Risk Mgm't is agreeable to waiving the insurance requirement

From: Susan Yinger
Sent: Tuesday, June 09, 2009 8:18 AM
To: Dick Cohen
Subject: RE: Project Aspiration, A Class Act Learning Center, Inc.\

Yes, there is an indemnification clause. The event was a one day picnic with entertainment. Event was titled "Cultural Diversity Day Festival. Purpose was to increase understanding and knowledge of diverse heritages.

Expenses requested for reimbursement include food, promotional items such as banners, brochures, and flyers. Event was held on May 9.

From: Dick Cohen
Sent: Tuesday, June 09, 2009 7:21 AM
To: Susan Yinger
Subject: RE: Project Aspiration, A Class Act Learning Center, Inc.\

Please advise as to the date of the event and a general description of the activities. Also, will the entity be required to sign a RAP Agreement containing an Indemnification clause ?

From: Susan Yinger
Sent: Monday, June 08, 2009 2:49 PM
To: Dick Cohen
Cc: Johnnie Easton
Subject: Project Aspiration, A Class Act Learning Center, Inc.\

Dick,

The above organization held a one day Cultural Diversity Day Festival at Royal Palm Beach's Veterans Park. They did not have the required insurance certificate. Commissioner Santamaria wants to fund \$1,000 for the Event. Are you able to waive the insurance requirements?

Please advise.

Thanks.

Susan Yinger



May 3, 2009

Dennis L. Eshleman, Director
Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

RE: Palm Beach County Recreation Assistance Program Funding For
The Cultural Diversity Day Festival at Veterans Park

Dear Mr. Eshleman:

Project Aspiration, A Class Act learning Center, Inc. is not required to carry workers compensation insurance coverage at this time.

I am also returning the required completed form as per your request. I had not attended to the mail due to my husband being in ICU for the past six weeks and is now being rehabilitated at home. I was there around the clock. If there is any way we can move forward, please know that this is a new corporation and I am willing to do what is necessary to continue. Should you have any questions, I may be reached at 561-985-1889.

Sincerely,


Estella M. Pyfrom, Director

Project Aspiration, A Class Act Learning Center, Inc

Copy to: Commissioner Jess R. Santamaria, District 6

www.projectaspiration.com • wepyfrom@comcast.net

6645 Traveler Road, West Palm Beach, FL 33411 • 561-697-8869