

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 20, 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 Street Beat, Incorporated for the period October 20, 2009, through December 30, 2009, in an amount not-to-exceed \$10,000 for funding of the After School Programs Summer Event.

Summary: This funding is to help offset the cost of Street Beat Incorporated's After School Summer Programs event, which was held at the Dolly Hand Cultural Center and Pioneer Park on July 29, 2009. Approximately 600 youth participated in the event. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to May 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: Street Beat, Incorporated is a not-for-profit organization that trains youth to become self-reliant by focusing on personal development through discipline and the arts. Street Beat offers after school programs for youth in the western communities, and hosted the "After School Programs Summer Event" to bring all after school programs in the community together. The event began with a Talent Showcase at the Dolly Hand Cultural Arts Center at the PBCC, which was followed by lunch and games at Pioneer Park.

The total cost of the event was approximately \$15,000 for venue rental costs, insurance, food, picnic and entertainment costs, games, and other activities and expenses. The \$10,000 from District 6 RAP funding will help offset these costs. The Agreement has been executed on behalf of Street Beat, Incorporated, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

9/29/09
Date

Approved by: 
Assistant County Administrator

10/9/09
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND STREET BEAT, INCORPORATED
FOR FUNDING OF THE AFTER SCHOOL PROGRAMS SUMMER 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 Street Beat, Incorporated, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Street Beat".

WITNESSETH:

WHEREAS, Street Beat is a not-for-profit organization whose purpose is to train youth to become self reliant by focusing on personal development through discipline and the arts; and

WHEREAS, Street Beat offers after school programs at the Palm Beach Community College's Dolly Hand Cultural Center and at Pioneer Park; and

WHEREAS, Street Beat offered a special summer event (the "Event") at the Dolly Hand Cultural Center and Pioneer Park to bring all after school programs together to culminate the end of the summer; and

WHEREAS, approximately 600 youth participated in the Event, which included a talent showcase at the Dolly Hand Cultural Center, lunch, and games at Pioneer Park; and

WHEREAS, the total cost of the after school programs and Event was approximately \$15,000 for venue rental costs, insurance, food, picnic and entertainment costs, games, and other miscellaneous activities pertaining to the Event; and

WHEREAS, Street Beat has requested that County provide \$10,000 to help offset expenses for the Event; and

WHEREAS, funding for the Event an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) District 6; and

WHEREAS, community events benefiting the children and youth of Palm Beach County 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 \$10,000 to Street Beat for the Event for venue rental costs, insurance, food, picnic and entertainment costs, games, and other miscellaneous activities and expenses pertaining to the Event, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Street Beat 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 Street Beat. Said information shall list each invoice paid by Street Beat and shall include the vendor invoice number; invoice date; and the amount paid by Street Beat along with the number and date of the respective check or proof of payment for said payment. Street Beat shall attach a copy of each vendor invoice paid by Street Beat 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, Street Beat's Program Administrator and Project Financial Officer shall certify the total funds spent by Street Beat on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Street Beat and approved by Street Beat as indicated.

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

6. Street Beat 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. Street Beat 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, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Street Beat is in default of its obligations under this Agreement, the County shall provide Street Beat thirty (30) days written notice to cure the default. In

the event Street Beat 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 Street Beat for the Project deemed to be in default and Street Beat shall return any County RAP funds already collected by Street Beat 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. Street Beat shall complete the Project by September 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 1, 2009, through September 30, 2009. Street Beat 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, 2009. Upon written notification to County at least ninety (90) days prior to that date Street Beat may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Street Beat's request for said extension.

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

13. Street Beat 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 Street Beat. 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 Street Beat 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, Street Beat 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 Street Beat, 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 Street Beat is eligible to receive reimbursement from the County.

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

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Street Beat shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

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

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

19. The County and Street Beat 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, Street Beat 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 Street Beat:

Executive Director
Street Beat, Incorporated
P.O. Box 972
South Bay, FL 33493

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: _____
John F. Koons, Chairman

WITNESSES:

Susan W. Yorge

Francis Kinsett

STREET BEAT, INCORPORATED

EIN Number: 65-0646408

By: Kenneth K. Jackson Jr

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**

BACKGROUND INFORMATION

Name and address of Agency

Agency Name: **Street Beat, Incorporated**

Mailing Address: **P.O. Box 972, South Bay, FL 33493**

Federal Employer Identification Number: **65-0646408**

Name of Executive Director: **Kenneth K. Jackson, Jr.**

Project/Project Liaison Information:

Name: **Kenneth K. Jackson, Jr.**

Telephone #: **561-993-9916**

Fax #: **561-993-9917**

e-mail: **kjackson1616@comcast.net**

Purpose/Mission of Agency: **To train youth to become self-reliant by focusing on personal development through discipline and the arts.**

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **Culminating Summer Event for After School Programs**
2. Project/ Program Description
 - General (Project Scope): **Culminating Summer Event to bring all after school programs together beginning the day with a Talent Showcase and then lunch and games at the park.**
 - Public Purpose: **To provide a community wide event networking all after school programs**
 - Location: **Dolly Hand Cultural Arts Center and Pioneer Park**
 - Anticipated Number of Participants/Users: **600**
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.)
Dolly Hand Cultural Arts Center Rental and Insurance, Food for 600 students, picnic entertainment, games, and other miscellaneous expenses for the Event
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).
5/01/09 to 9/30/09
month/day/year 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. Required Attachments:

Certificate of Insurance ✓

Amount of Recreation Assistance Program Funding awarded

\$ 10,000

District **6**

(filled in by County)

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

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

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/19/09

PRODUCER All Cars Insurance Inc.
1274 N. Military Trail
West Palm Beach, FL 33409
Phone (561)684-2886 Fax (561)684-9855

INSURED Streetbeat Inc
PO Box 972
South Bay, FL 33493

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E: FUBA	
INSURER F: United States Liability	

COVERAGES

THE POLICIES OF INSURANCE LISTED 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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NPP1065740	11/08/08	11/08/09	EACH OCCURRENCE	1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000
						MED EXP (Any one person)	5,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS - COMP/OP AGG	INCLUDED
		AUTOMOBILE LIABILITY <input 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 <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
C	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
D	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
						AGGREGATE	
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	10642466	04/01/09	04/01/10	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	100,000
						E.L. DISEASE - EA EMPLOYEE	100,000
						E.L. DISEASE - POLICY LIMIT	500,000
F		Director and Officers		11/25/08	11/25/09		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm beach county is listed as additional insured on the General Liability Policy

CERTIFICATE HOLDER

Palm Beach County
c/o Dept of Parks & Recreation
2700 6th Avenue South
Lake Worth FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Pete Steiner