

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: **March 23, 2010**

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 West Jupiter Community Group, Inc. for the mutual operation of the West Jupiter Recreation Center after-school program.

**Summary:** The Parks and Recreation Department operates an after-school program at West Jupiter Recreation Center ("Recreation Center") that serves approximately 40 youth ages 6-12. The West Jupiter Community Group, Inc. ("Community Group") operates an after-school program that serves approximately 45 youth, ages 6-11. The Agreement being presented to the Board of County Commissioners ("Board") allows the after-school program at the Recreation Center to more than double the number of children served to 85, while maintaining quality and licensing standards at no additional cost to the County. The Agreement provides for the County to provide transportation for 45 children and 2 employees from Community Group's center to the Recreation Center. The County will receive \$45.00 per child from the Community Group and recreation supplies valued at \$200.00 per session. The Agreement has been executed by West Jupiter Community Group, Inc., and now needs to be approved by the Board of County Commissioners. District 1 (AH)

**Background and Justification:** An informal agreement with Community Group to mutually operate after-school enrichment activities has been in place since 1995. The partnership has proven to work over this time to benefit the public. With the Health Department licensing the County and Community Group's after-school programs for 2010, a formal Agreement is being presented to the Board, which outlines operational roles and responsibilities of the Community Group and the County. The licensed maximum capacity of the Recreation Center's after-school program is 90 children, and by entering into this Agreement, a total of 85 children may be at the Recreation Center at one time. The program also allows the County to reach at-risk youth who may not have the means to pay a fee for this service.

**Attachment:** Agreement

Recommended by: \_\_\_\_\_

  
Department Director

2/26/10  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

3/16/10  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE WEST JUPITER COMMUNITY GROUP, INC. FOR  
MUTUAL COOPERATIVE MANAGEMENT AND OPERATION OF THE WEST JUPITER RECREATION  
CENTER AFTER-SCHOOL PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and West Jupiter Community Group, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Corporation".

**WITNESSETH:**

**WHEREAS**, the County owns and operates the West Jupiter Recreation Center, which includes a Recreation Center building and surrounding park property, hereinafter referred to as "Recreation Center"; and

**WHEREAS**, the Corporation was established as a private non-profit corporation to serve the youth of the West Jupiter community; and

**WHEREAS**, the County and the Corporation desire to define their respective cooperative roles for the effective and efficient management, operation and use of the Recreation Center building and surrounding park property; and

**WHEREAS**, the County and Corporation desire to enter into this Agreement; and

**WHEREAS**, entering into this Agreement serves a public purpose.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The recitals as set forth above are true and correct and are reaffirmed as if specifically stated herein.
2. With regard to the use of the Recreation Center, the Corporation and all subcontractors hired by the Corporation, shall abide by all applicable federal, state and local laws, rules and regulations including the Palm Beach County Rules and Regulations Governing Child Care Facilities.
3. The term of this Agreement shall begin upon execution by both parties hereto and shall automatically renew annually, unless terminated by either party as provided herein.
4. The Corporation shall hold County, its agents, employees and elected officers harmless from any and all claims, liability, expense, loss, cost or damages that may result to the Corporation's inventory located at the Recreation Center.
5. The Corporation represents that it has, or will secure at its own expense, all necessary members or employees required to perform the services under this Agreement. All of the

Corporation's members and employees while on County property will comply with all County requirements governing conduct, safety and security.

6. The County shall:

- A. Provide program space for 45 children who are registered with the Corporation from ages 6 to 11 during the official Palm Beach County school year. (August through June). The County shall also provide space for children who are registered with the County.
- B. Plan a variety of recreation components during the After School Program (4:00-5:30 pm daily) and on early release days (1:00-5:30 pm). Examples include field hockey, tennis, arts and crafts, and cooking. Corporation staff will direct an agreed upon number of pre-planned lessons. When all registered children participate in the same class, County may lead the program, with Corporation's supervision. When only Corporation's registered children are involved in an activity, County shall not be responsible to supervise the activity.
- C. Handle after-school program registration, permission slips, record keeping and statistics for County registered program participants.
- D. Provide the Corporation with all necessary forms pertaining to the after-school program.
- E. Provide transportation for 45 children and two employees of the Corporation from the Corporation's Center to the West Jupiter Recreation Center at 3:55 pm Monday through Friday, except on Thursdays and on special event days, for eight weeks each session, as the Recreation Center program has off-site enrichment activities on these days. The West Jupiter Recreation Center will submit an activities calendar to the Corporation a month in advance outlining transportation responsibilities related to special events and enrichment activities. The Corporation's parents/guardian must pick up their children from the West Jupiter Recreation Center by 5:30 pm. Failure by the Corporation's parents/guardian to pick up their children by 5:30 pm shall result in County charging the parent/guardian \$5.00 per child for every 15 minutes the parent/guardian is late. If the child has not been picked up by 60 minutes following the program end time, County shall call the Sherriff's Office.

7. The Corporation shall:

- A. Require Corporation staff to comply with staffing credentials and certifications as dictated by the Palm Beach County Rules and Regulations Governing Child Care Facilities. Corporation must provide updated copies of staff credentials and all Health Department paperwork to County in August before the beginning of each school year.
- B. Handle program registration, permission slips, record keeping and statistics exclusive to the registered Corporation participants.

- C. Provide three staff members to lead pre-planned recreational activities at the West Jupiter Recreation Center, when only Corporation's 45 children participate in the activity, and upon request by County, when County's registered children also participate in the activity .
  - D. Pay to the County a registration fee of \$45.00 per child per session due by August 1 of each year this Contract is renewed.
  - E. Provide recreation supplies valued at \$200.00 per session, due by August 1 of each year this Contract is renewed.
  - F. Attend monthly staff meetings with County After School Program Director to provide feedback and plan program events.
  - G. Provide transportation of participants from the West Jupiter Tutorial Center to the West Jupiter Recreation Center on Thursdays and on special event days when transportation is not provided by the County.
8. The Corporation shall, at it's 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. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Corporation are not intended to and shall not in any manner limit or qualify the liability and obligations assumed by Corporation under this Agreement.
- A. Commercial General Liability: Corporation shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence listing Palm Beach County Board of County Commissioners as additional insured. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Corporation shall provide this coverage on a primary basis.
  - B. Worker's Compensation Insurance & Employer's Liability: Corporation shall maintain Worker's Compensation and Employers Liability in accordance with Florida Statute Chapter 440.
  - C. Automobile Liability Coverage: Corporation shall maintain automobile liability coverage at a limit of liability not less than \$500,000 Each Occurrence including non-owned vehicle coverage. Corporation shall also provide proof of auto liability coverage for any hired company used to transport Corporation children or employees to/from the West Jupiter Recreation Center.

- D. Waiver of Subrogation: Corporation 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 Corporation shall agree to notify the insured 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, which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should Corporation enter into such an agreement on a pre-loss basis.
- E. Certificate of Insurance: Prior to execution of this Agreement, Corporation shall deliver to the County's representative a Certificate(s) of insurance 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.
- F. 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.
9. Corporation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Corporation, its agents, members, employees or subcontractors. This provision shall survive termination or expiration of this Agreement.
10. The County and the Corporation each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators or assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Corporation shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Corporation.
11. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No

single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

12. The Corporation represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The Corporation further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Corporation shall promptly notify the County's representatives, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Corporation's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Corporation may undertake, and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest, if entered into by the Corporation. If, in the opinion of the County, the prospective business association, interest or other circumstance would not constitute a conflict of interest by the Corporation, the County shall so state in the notification and the Corporation shall, at its option, enter into said circumstance and it shall be deemed not a conflict of interest with respect to services provide to the County by the Corporation under the terms of this Agreement.

13. The Corporation shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Corporation further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
14. The Corporation and its members are, and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Corporation's sole direction, supervision, and control. The Corporation shall exercise control over the means and manner in which it and its members perform the work, and in all respects the Corporation's relationship and the relationship of its members to the County shall be that of an Independent Contractor and not as employees or agents to the County. The Corporation does not have the power or authority to bind the County in any promise, agreement or representation.
15. The Corporation shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Corporation's place of business.

16. The Corporation warrants and represents that the after school program will be open to all individuals without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.
17. The Corporation hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Manager upon request.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to the extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
19. As provide by F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance herof, the Corporation 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).
20. The County may reject any proposed action taken by the Corporation, which may be contrary to the educational objectives and or policies of the County and the Recreation Center.
21. All notices required in this Agreement shall be sent by certified mail, return receipt request, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Manager, West Jupiter Recreation Center

6401 Indiantown Rd.

Jupiter, FL 33458

Recreation Programs Supervisor

2700 Sixth Ave. South

Lake Worth, FL 33461



If sent to the Corporation, notices shall be addressed to:

West Jupiter Community Group, Inc., Executive Director

7187 Church St.

Jupiter, FL 33458

22. The Corporation shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), as amended, if Corporation's employees, members or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Corporation acknowledges and agrees that all employees, members and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Corporation shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
23. The County's performance and obligation to perform under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
24. The County and Corporation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, or superseded or otherwise altered, except by written instrument executed by the parties hereto.

(Remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County, and the Corporation, has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chair, Burt Aaronson

WITNESS:

WEST JUPITER COMMUNITY GROUP, INC

Adrienne Huisman

Edna W. Runner  
Signature

Jennifer G. Ciller

Edna W. Runner  
Typed name

Executive Director  
Title

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
Director, Parks and Recreation Department



# CERTIFICATE OF LIABILITY INSURANCE

OP ID SS  
WESTJUPDATE (MM/DD/YYYY)  
09/22/09

<b>PRODUCER</b> HARBOR INSURANCE - BR7 500 Northpoint Pkwy, Ste 200 West Palm Beach FL 33407 Phone: 561-623-6150 Fax: 561-712-9394	<b>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</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> WEST JUPITER COMMUNITY GROUP INC. Loretta Spinello 7187 CHURCH ST. JUPITER FL 33458	INSURER A: Auto Owners Insurance Co**.	18988
	INSURER B: Tower Insurance Company	
	INSURER C: PROGRESSIVE AMERICAN INS. Co*.	
	INSURER D: PBOA, Inc.	
	INSURER E: ICAT Managers, LLC	12573

### 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	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72452186	06/16/09	06/16/10	EACH OCCURRENCE	\$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 1000000
							PRODUCTS - COMP/OP AGG	\$ 1000000
C			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04244671-8 72452186 72452186	06/19/09 06/16/09 06/16/09	06/19/10 06/16/10 06/16/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 500000
A							BODILY INJURY (Per person)	\$
A							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
			<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
D			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	2700013443-091	02/11/09	02/11/10	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500000
							E.L. DISEASE - EA EMPLOYEE	\$ 500000
							E.L. DISEASE - POLICY LIMIT	\$ 500000
B			<b>OTHER</b> Property	FA90225591-09	06/10/09	06/10/10	Building	336000
E			Windstorm	09-7560067381-L-00	06/10/09	06/10/10	Contents	35000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Tutorial program  
 Certificate holder has been listed as additional insured.

### CERTIFICATE HOLDER

### CANCELLATION

Palm Beach County Board of County Commissioners c/o HCD 100 Australian Ave. #500 West Palm Beach FL 33406	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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Rebecca A. Palmer</i>
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ACORD 25 (2009/01)

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