Agenda Item #3.M.1.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	May 18, 2010	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Department	!	
Submitted For:	Parks and Recreation Department	<u>t</u>	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Redemptive Life Fellowship Urban Initiative Corporation for the period May 18, 2010, through July 15, 2010, in an amount not-to-exceed \$2,500 for funding of the Palm Beach Youth Jam 2009.

Summary: Funding for this project was approved by the Board of County Commissioners on August 18, 2009 (6.A.5.). The funding will help offset costs for the Palm Beach Youth Jam 2009 for at-risk youth held by Redemptive Life Fellowship Urban Initiative Corporation on October 24, 2009. Approximately 1,000 youth and adults participated in the event. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. <u>District 7</u> (AH)

Background and Justification: Redemptive Life Fellowship Urban Initiative Corporation (RLUIC) is a not-for-profit corporation whose purpose is to educate and empower individuals to improve their quality of life by providing innovative and comprehensive outreach efforts that target pre-teens, teens, and young adults from some of South Florida's most at-risk environments. RLUIC hosted the Palm Beach Youth Jam 2009 at its fifteen-acre lakefront location at 2101 North Australian Avenue in West Palm Beach. The purpose of the event was to ameliorate urgent needs relating to health, employment and education issues as evidenced by at-risk youth and young adults in Palm Beach County. The event provided celebrity entertainment in the fields of music, sports, radio, and television from a mobile sound stage while educational programs were held in three tents throughout the day. A lakefront concert culminated the event.

RLUIC has requested \$2,500 from District 7 RAP funding to defray costs paid for the event for equipment, printing, marketing and advertising, facility and rental costs, contractual services, and other miscellaneous expenses. The Agreement has been executed on behalf of Redemptive Life Fellowship Urban Initiative Corporation, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreem	nent	
Recommended by:	Department Director	4/23/10 Date
Approved by:	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary o	f Fiscal Impa	act:			
Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	2,500 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	2,500	0-	0	0	0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0			***************************************	
Is Item Included in Curre Budget Account No.:	nt Budget? Fund <u>3600</u> Object <u>820</u>	Departmen		R <u>917</u>	
B. Recommended Source	es of Funds	/Summary of	Fiscal Impact:		
FUND: Park Improv UNIT: RAP/Trans In	rement Fund/ nprov Fund-[Recreation Ass District 7	sistance Progra	m	
Contributions-Non-Contributions	Povts Agencie	es	3600-583-R917	'-048-8201	\$2,500
C. Departmental Fiscal I	Review:	mil	max		
	<u> 111.</u>	REVIEW COM	MENTS		
A. OFMB Fiscal and/or (Contract Dev M 8/18/2004	elopment and 1 for \$2,500	Control Comi	nents: L. Youkli Jan	1 2009.
OFMB 418	00 5	<u> </u>	<u>λωιί</u> β. <u>Ωι</u> Contract Develo	<i>ope</i> opment and Co	<u>নঙ</u> introl 5/2//১
B. Legal Sufficiency:	4.	110		tract complies with eview requirements	
Assistant County Attorn	liolio ey	-			
C. Other Department Re	view:				
		-			
Deharment Director					

REVISED 10/95

ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND REDEMPTIVE LIFE URBAN INITIATIVES CORPORATION FORTHE PALM BEACH YOUTH JAM 2009

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
FELLOWSHIP
Redemptive Life Urban Initiative Corporation, a not-for-profit corporation authorized to do business
in the State of Florida, hereinafter referred to as "RLUIC".

WITNESSETH:

WHEREAS, RLUIC is a not-for-profit organization whose purpose is to educate and empower individuals to improve their quality of life by providing innovative and comprehensive outreach efforts that target pre-teens, teens and young adults from some of South Florida's most "atrisk" environmental domains; and

WHEREAS, RLUIC hosted the Palm Beach Youth Jam 2009 (the "Event") on October 24, 2009 at its fifteen acre lakefront location at 2101 North Australian Avenue in West Palm Beach; and

WHEREAS, this recreational Event was held to address and ameliorate urgent needs evidenced by at-risk youth and young adults in Palm Beach County that relate to health, employment, and education issues; and

WHEREAS, the Event provided celebrity entertainment in the fields of music, sports, radio, and television from a mobile sound stage while educational programs were held in three tents throughout the day, culminating in a lakefront concert; and

WHEREAS, approximately 1,000 youth and young adults participated in the Event; and WHEREAS, the Event cost approximately \$2,500 for equipment, printing, marketing and advertising, facility and rental costs, contractual services, and other miscellaneous expenses related to the Event; and

WHEREAS, RLUIC has requested that County provide \$2,500 to help offset costs for the Event; and

WHEREAS, County desires to provide funding to RLUIC for the Event; and

WHEREAS, funding for the Event in an amount not to exceed \$2,500 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, events geared at providing recreational opportunities and addressing social needs of at-risk youth serve a public benefit; 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 \$2,500 to RLUIC for the Event to help offset costs for equipment, printing, marketing and advertising, facility and rental costs, contractual services, and other miscellaneous expenses related 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 RLUIC 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 RLUIC. Said information shall list each invoice paid by RLUIC and shall include the vendor invoice number; invoice date; and the amount paid by RLUIC along with the number and date of the respective check and/or proof of payment for said payment. RLUIC shall attach a copy of each vendor invoice paid by RLUIC along with a copy of the respective check and/or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, RLUIC's Program Administrator and Project Financial Officer shall certify the total funds spent by RLUIC on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by RLUIC and approved by RLUIC as indicated.
- 3. RLUIC incurred expenses for the Project beginning on October 1, 2009. Those costs incurred by RLUIC for the Project, approved and submitted accordingly by RLUIC subsequent to October 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 RLUIC 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. RLUIC warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. RLUIC 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 race, color, religion, disability, sex, age, national origin, residence, ancestry, marital status, sexual orientation, gender identity, or expression.
- 7. RLUIC shall be responsible for the operation and maintenance of the Project, including all associated costs.

- 8. The term of this Agreement shall be until July 15, 2010, commencing upon the date of execution of the Agreement by the parties hereto.
- 9. The parties agree that, in the event RLUIC is in default of its obligations under this Agreement, the County shall provide RLUIC thirty (30) days written notice to cure the default. In the event RLUIC 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 RLUIC for the Project deemed to be in default and RLUIC shall return any County RAP funds already collected by RLUIC 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. RLUIC shall complete the Project by April 15, 2010, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2009, through April 15, 2010. RLUIC shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before July 15, 2010. Upon written notification to County at least ninety (90) days prior to that date RLUIC may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny RLUIC's request for said extension.
- 12. In the event RLUIC 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 RLUIC. The determination that RLUIC has ceased or suspended the Project shall be made by County and RLUIC agrees to be bound by County's determination.
- 13. RLUIC 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 RLUIC. 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 RLUIC 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, RLUIC 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 RLUIC, 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 RLUIC is eligible to receive reimbursement from the County.

- 16. Upon request by County, RLUIC shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 17. RLUIC 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 RLUIC, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 18. The County and RLUIC 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, RLUIC 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 RLUIC

Executive Director FELLOWSHIP
Redemptive Life Urban Initiative Corporation
2010 North Australian Avenue
West Palm Beach, FL 33407

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 be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Burt Aaronson, Chair FELLOWSHIP CORPORATION
WITNESSES:	REDEMPTIVE LIFE URBAN INITIATIVE, HNC. E.I.N.:, 65-0365849
Deranica Simet	By: Name (Type or Print) Title:
	By: HANWIE Colvic Kan
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Agency: Redemptive Life Urban Initiatives Corporation

Mailing Address: 2101 North Australian Avenue, West Palm Beach, FL 33407

Federal Employer Identification Number: 65-0365849

Name of President: Bishop Harold Calvin Ray Project Liaison Information: Earl W. Hamilton Name: Telephone #: 662-1754; 429-3586

e-mail: ehamilton@rlife.org

Purpose/Mission of Agency: To educate and empower individuals to improve their quality of life by providing innovative and comprehensive outreach targeting pre-teens, teens and young adults from some of South Florida's most "at-risk" environmental domains.

PROJECT INFORMATION

- 1. Name of Project: Palm Beach Youth Jam 2009
- 2. Project Description
 - General: This event was held by Redemptive Life Urban Initiatives Corporation (RLUIC) on October 24, 2009 at its fifteen acre lakefront site located at 2020 North Australian Avenue in West Palm Beach. The event provided a centrally located mobile sound stage where celebrities from the fields of music, sports, radio and television performed. Three air-conditioned tents were located around the circumference of the stage which provided interventional services in Health Disparities/HIV/AIDS, Entrepreneurial Enterprise/Employment Opportunity, and Educational Opportunity. The venue tents operated from 10:00 a.m. through 5:00 p.m., and the celebrity acts were held at various designated show times throughout the day. The event was concluded with a lakefront concert.
 - Public Purpose: This recreational event was held to address and ameliorate three key domains of urgent need evidenced in youth and young adults between the ages of 14 and 24 in Palm Beach County, i.e., access to information and referral relative to health disparities disproportionately affecting this demographic; access and referral of high school age students to higher educational opportunities and jobskills enhancement, employment opportunities.
 - Location and Date: Held at 2010 North Australian Avenue in West Palm Beach on October 24, 2009.
 - Anticipated Number of Participants/Users: 1,000 youth and young adults
- 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. Equipment, printing, marketing and advertising, facility costs, contractual services, and other miscellaneous expenses.
- 4. Estimated Lump Sum Total for Project: \$\\$2,500
- 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). 10-1-2009 to 4-15- 2010

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:
Certificate of Insurance Waived by Risk Management Department

Amount of Recreation Assistance Program Funding awarded

\$ 2,500
District 7
(filled in by County)



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

			Project Name:		
ubmission #:			Reimbursement Period:		
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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

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Adı	ministrator		Date				, , , , , ,			Date	-	



Grantee: _

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Project Name:

Submission #: _			Reimbursement Period:	
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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases		
expenses were	nereby certify that the above incurred for the work identification in the attached progress		been maintained as requ	ertify that the documentation has ired to support the project and is available for audit upon
Administrator	Date		Financial Officer	Date
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Соц	unty Obligation To Date		\$	
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		Departn	nent Director	Date



<u>Key Legend</u> **C** = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT **CONTRACTUAL SERVICES PURCHASE SCHEDULE**

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> Administrator Date

Date

Page __of_

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Susan Yinger

From:

Dick Cohen

Sent:

Friday, March 05, 2010 3:40 PM

To:

Susan Yinger

Cc: Subject: Willie A. Miller Jr.; Earl Hamilton; Jon Van Arnam; Anne Helfant; Dennis Eshleman

RE: Redemptive Life Urban Initiatives Corporation - Palm Beach Youth Jam 2009

Risk Management is agreeable to waiving all insurance requirements.

· From: Susan Yinger

Sent: Friday, March 05, 2010 3:14 PM

To: Dick Cohen

Cc: Willie A. Miller Jr.; Earl Hamilton; Jon Van Arnam; Anne Helfant; Dennis Eshleman Subject: Redemptive Life Urban Initiatives Corporation - Palm Beach Youth Jam 2009

Dick,

Commissioner Taylor has requested that we prepare a Recreation Assistance Program funding Agreement to provide\$2,500.00 to the above organization to help offset costs paid for the Palm Beach Youth Jam 2009 event, which was held on October 24, 2009, at Redemptive Life Urban Initiative's 15 acre Lake Front campus located at 2101 North Australian Avenue in West Palm Beach. The purpose of the event was to "empower individuals to improve their quality of life, targeting pre-teens, teens, and young adults from at-risk environments".

The event featured performances by celebrities from music sports, radio and television on a sound stage surrounded by three air conditioned tents. Programs on HIV/AIDs, Employment Opportunities, and Educational Opportunities were held within the tents, and participants could access both the programs and the performances within the same proximity. The RAP funding will help offset costs for equipment, printing, marketing and advertising, facilities, contractual services, and other miscellaneous expenses.

Redemptive Life Urban Initiatives Corporation unfortunately did not obtain an insurance certificate naming the County as additional insured for this event, which has now already occurred. Please advise as to whether the funding can be provided without the standard insurance certifications being provided.

Thank you.

Susan Yinger **Administrative Support Manager**