

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011

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 the ARC of Palm Beach County, Inc. (ARC), a local not-for-profit agency, for the development and implementation of community-based peer support activities for siblings of people with disabilities; effective upon execution.

Summary: This Agreement provides for the development and implementation of a program for siblings of children with special health, mental health, and developmental needs to obtain peer support and education within a therapeutic recreational context ("Sibshop Program"). ARC will provide the County with two staff members, refreshments and a portion of the supplies, field trip and activity costs. The County will provide two existing staff members to assist with planning, implementation and supervision of the Sibshop Program, facility space and transportation to and from field trips and scheduled outings. The County's financial obligations under this Agreement are limited to the provision of facility space, staff time, transportation and related minor expenses incurred in the provision of these services and are subject to annual appropriations by the BCC for this purpose. The Agreement shall automatically renew annually unless terminated by either party upon ten days written notice to the other party. District 3 (AH)

Background and Justification: The Therapeutic Recreation Section's mission is to provide therapeutic recreation programs to Palm Beach County citizens with disabilities and their families. ARC is dedicated to providing services, education and advocacy for children and adults with developmental disabilities and their families. Sibshop programs are found throughout the United States; however, there are currently no Sibshop programs in Palm Beach County. This Agreement will allow for ARC and the County to share existing resources and meet a community therapeutic recreation need. The Sibshop program will consist of six classes, one class each month for six months. There will be two sessions of the Sibshop program yearly. Participants will pay a \$5.00 registration fee to the County per class

Attachment: Agreement

Recommended by: 
Department Director

3-10-11
Date

Approved by: 
Assistant County Administrator

3/20/11
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE ARC OF PALM BEACH COUNTY, FOR THE
DELIVERY OF COMMUNITY-BASED PEER SUPPORT ACTIVITIES FOR SIBLINGS OF PEOPLE WITH
DISABILITIES.**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and The ARC of Palm Beach County, Inc. a Florida not-for-profit agency, hereinafter referred to as "Corporation" and referred to collectively as "the parties".

WITNESSETH:

WHEREAS, the County owns and operates the Therapeutic Recreation Complex, which includes a Recreation Center, Gymnasium, Aquatic Center and Administration Building, hereinafter referred to as "Recreation Complex"; and

WHEREAS, the Corporation was established as a not-for-profit, independently-funded agency providing services, education and advocacy for children and adults who have developmental disabilities, and their families; and

WHEREAS, the Sibshop Program provides programs and activities to children ages 8-12, that have siblings with developmental disabilities; and

WHEREAS, the County utilizes the Recreation Complex to operate a variety of programs for people with and without disabilities; and

WHEREAS, the County desires to assist Corporation with the Sibshop Program at the Recreation Complex; and

WHEREAS, the County and the Corporation desire to define their respective cooperative roles for the effective and efficient management, operation and supervision of the Sibshop Program; 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 Complex, the Corporation and all subcontractors hired by the Corporation, shall abide by all applicable federal, state and local laws, rules and regulations.

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. This Agreement may be terminated, in whole or in part, by either party, with or without cause, upon ten (10) days written notice to the other party. The Director of the Palm Beach County Parks and Recreation Department is hereby authorized to provide Corporation with written notice of the County's intent to terminate this Agreement.
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 allow the Corporation to conduct its Sibshop Program at the Recreation Complex.
7. The Sibshop Program shall be made available to a maximum of 24 youth ages 8-12 that have a sibling with a disability.
8. The Sibshop Program shall consist of six (6) classes, one (1) class each month for six (6) months. There shall be two (2) sessions of the Sibshop Program yearly. The second session may consist of either a one (1) week specialty camp or six (6) classes once a month for six (6) months. Currently, each monthly class shall be held on a Saturday from 1:30 p.m. to 4:30 p.m., and the specialty camp shall be held Monday – Friday from 9:00 a.m. to 4:00 p.m., but the times may change from year to year.
9. Participants shall pay the County a registration fee per class. The current fee is \$5.00 per class, per participant, but this amount may change year to year. An amendment to this Agreement is not needed if the registration fee per class changes.
10. The Corporation shall plan a variety of recreation components during the Sibshop Program. Examples of recreation components include field trips, sports, arts and crafts, team building and cooking. Upon approval by County, Corporation staff will direct an agreed upon number of pre-planned activities per each six (6) month session. For purposes of this section, the County's Therapeutic Recreation Complex Program Coordinator is hereby authorized to provide approval to Corporation to direct pre-planned activities. County and Corporation will jointly supervise all activities of the Sibshop Program.
11. The County shall handle Sibshop Program registration, permission slips, record keeping and statistics for registered program participants.
12. The County shall handle billing, requisitions and paperwork associated with field trips and activities for registered program participants.
13. The County shall provide the Corporation with all necessary forms pertaining to the Sibshop Program.

14. The County shall provide transportation for a maximum of 24 youth and a maximum of 4 employees of the Corporation from the Recreation Complex to and from field trips and scheduled outings.
15. The Corporation shall 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 the County's transportation of Corporation's employees to and from field trips and scheduled outings.
16. The Corporation shall provide 2 staff members to co-lead pre-planned recreational activities at the Recreation Complex. The number of staff provided by the Corporation shall be a staff to participant ratio of 1 staff member to every 6 registered participants.
17. The Corporation shall contribute refreshments, supplies and/or field trip/activity costs valued at up to \$2,000 per six (6) month session, due by the start of each session of each year this Agreement is renewed. The \$2,000 shall be spent towards the operation of the Sibshop Program, which shall be determined by the County.
18. The Corporation shall, at its sole expense, 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. 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.

- D. 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.
- E. 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.
19. 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 the acts or omissions of Corporation, its agents, members, employees or subcontractors. This provision shall survive termination or expiration of this Agreement.
20. 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.
21. 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.
22. 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.

23. 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.
24. The Corporation and its members and employees 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 and employees perform the work, an 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.
25. 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.
26. The Corporation warrants and represents that the Sibshop Program will be open to all individuals without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.
27. 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 County upon request.
28. 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.

29. As provide by F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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).
30. 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 Complex.
31. 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:

Jackie Lambert
Coordinator, CMAA Therapeutic Recreation Complex
2728 Lake Worth Rd.
Lake Worth, FL 33461

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

Emily Sandquist
Family Support Services Coordinator
ARC- Palm Beach County
1201 Australian Avenue
Riviera Beach, Florida 33404

32. 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. The Corporation shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

33. 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.
34. 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.
35. The parties agree that, in the event the Corporation is in default of its obligations under this Agreement, the County shall provide Corporation thirty (30) days written notice to cure the default. In the event the Corporation fails to cure the default within the thirty (30) day cure period, the County shall have no further obligations under this Agreement. The Director of Parks and Recreation Department is hereby authorized to provide such notice to the Corporation.
36. Palm Beach County has established the Office of the Inspector General in ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the County, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statute, in the same manner as a second degree misdemeanor.

(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

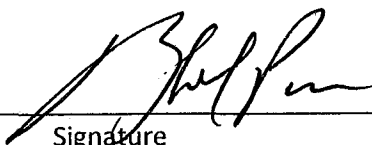
By: _____
Deputy Clerk

Karen T. Marcus, Chair

WITNESS:

ARC Palm Beach County

Jackie Lambert
Debra Wilton


Signature

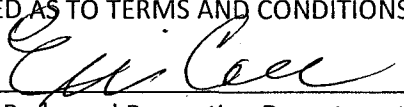
MICHAEL PAPP
Typed name

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

DATE (MM/DD/YYYY)
9/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Ins Services Southeast, Inc. 2054 Vista Parkway West Palm Beach FL 33411-2718	CONTACT NAME: Malcolm McCampbell PHONE (A/C, No, Ext): (561) 655-5500 FAX (A/C, No): (561) 655-5509 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 55860																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td></td> <td>23850</td> </tr> <tr> <td>INSURER B: Employers Preferred Insurance Co</td> <td></td> <td>10346</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Ins. Co.</td> <td></td> <td>18058</td> </tr> <tr> <td>INSURER D: Philadelphia Indemnity Ins. Co.</td> <td></td> <td>18058</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Philadelphia Insurance Company		23850	INSURER B: Employers Preferred Insurance Co		10346	INSURER C: Philadelphia Indemnity Ins. Co.		18058	INSURER D: Philadelphia Indemnity Ins. Co.		18058	INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED The ARC of Palm Beach County 1201 Australian Avenue Riviera Beach FL 33404 (561) 842-3213																					

COVERAGES	CERTIFICATE NUMBER: Cert ID 157291	REVISION NUMBER:
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THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK495650	10/1/2010	10/1/2011	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liabi \$ 1/3000000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK495650	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHPK495650	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV7042566	1/31/2011	1/31/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Property			3752396	10/1/2010	10/1/2011	TIV - \$4,838,510 Ded - \$5,000 Special Form Excluding Wind \$1,000,000 Each Occurrence
A	Director's & Officer			PSD526408	6/1/2010	6/1/2011	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificateholder is Additional Insured according to CG 2026 on a primary basis. Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, it's Officers, Employees and Agents. 10 day notice of cancellation or non-renewal to be given to certholder is the event of cancellation or non-renewal.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 100 Australian Avenue, Ste 500 West Palm Beach FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 