

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 20, 2008

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 Young Men Stepping Up, Inc. for the period May 20, 2008, through December 30, 2008, in an amount not-to-exceed \$5,000 for funding of the First Choice Basketball Program.

Summary: This funding is to help offset costs incurred by Young Men Stepping Up, Inc. for the newly started First Choice Basketball Program, which currently serves approximately thirteen players. The Agreement allows for the reimbursement of pre-agreement expenses incurred subsequent to April 8, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: Young Men Stepping Up, Inc. is a not-for-profit organization whose mission is to successfully guide children in the community to make better decisions in their lives. Young Men Stepping Up sponsors the First Choice Basketball Program, which was developed to teach children and youth life skills such as teamwork, responsibility, the importance of school, and other qualities through the game of basketball.

The total start-up cost for this new youth basketball program is approximately \$15,000 for game uniforms, basketballs and other miscellaneous equipment, warm-up suits, tournament fees, lodging, food, team insurance, and other miscellaneous expenses. The \$5,000 from RAP – District 7 will offset a portion of these start-up costs. The Agreement has been executed on behalf of Young Men Stepping Up, Inc., and now needs to be approved by the Board of County Commissioners.

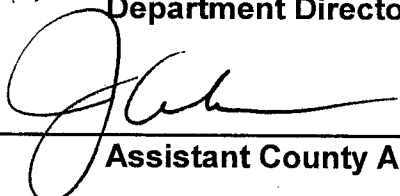
Attachment: Agreement

Recommended by:


Department Director

5/6/08
Date

Approved by:


Assistant County Administrator

5/12/08
Date

AGREEMENT BETWEEN PALM BEACH COUNTY AND YOUNG MEN STEPPING UP, INC. FOR THE FIRST CHOICE BASKETBALL PROGRAM

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 Young Men Stepping Up, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Stepping Up".

WITNESSETH:

WHEREAS, Stepping Up is a not-for-profit organization whose mission is to successfully guide children in the community to make better decisions in their lives; and

WHEREAS, Stepping Up sponsors the First Choice Basketball Program, which was developed to teach children and youth life skills such as teamwork, responsibility, the importance of school, and other qualities through the game of basketball; and

WHEREAS, the First Choice Basketball Program currently has thirteen (13) players and three (3) coaches; and

WHEREAS, the start up costs for the first year of the First Choice Basketball Program are approximately \$15,000 for game uniforms, basketballs and other miscellaneous equipment, warm-up suits, tournament fees, lodging, food, team insurance, and other miscellaneous expenses; and

WHEREAS, Stepping Up has requested that County provide \$5,000 to help offset the cost of expenses for the First Choice Basketball Program; and

WHEREAS, funding to help offset Stepping Up's start up costs for the First Choice Basketball Program in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, educational and recreational programs for 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 \$5,000 to Stepping Up to help offset costs for the First Choice Basketball Program for game uniforms, basketballs and other miscellaneous equipment, warm-up suits, tournament fees, lodging, food, team insurance, and other miscellaneous expenses, as described in Exhibit "A", attached hereto

and incorporated herein, and hereinafter referred to as the "Project".

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

3. Stepping Up incurred expenses for the Project beginning on April 8, 2008. Those costs incurred by Stepping Up for the Project, approved and submitted accordingly by Stepping Up subsequent to April 8, 2008, 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 Stepping Up 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. Stepping Up warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Stepping Up 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, or sexual orientation.

7. Stepping Up 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, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Stepping Up is in default of its obligations under this Agreement, the County shall provide Stepping Up thirty (30) days written notice to cure the default. In the event Stepping Up 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 Stepping Up for the Project deemed to be in default and Stepping Up shall return any County RAP funds already collected by Stepping Up 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. Stepping Up shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 8, 2008, through September 30, 2008. Stepping Up 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, 2008. Upon written notification to County at least ninety (90) days prior to that date Stepping Up may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Stepping Up's request for said extension.

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

13. Stepping Up 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 Stepping Up. 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 Stepping Up 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, Stepping Up 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 Stepping Up, 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 this Agreement for which Stepping Up is eligible to receive reimbursement from the County.

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

Commercial General Liability. Stepping Up 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. Stepping Up shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Stepping Up shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute

Chapter 440. Stepping Up shall provide this coverage on a primary basis.

Additional Insured. Stepping Up 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." Stepping Up shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Stepping Up 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 Stepping Up 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 Stepping Up enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Stepping Up 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, Stepping Up shall demonstrate financial accountability

through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Stepping Up 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, Stepping Up 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 Stepping Up:

President
Young Men Stepping Up, Inc.
P.O. Box 1103
West Palm Beach, FL 33425

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

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

Nancy Beale
Dusan W. Yngre

YOUNG MEN STEPPING UP, INC.
FEI Number: 562621537

By: Gregory Campbell
Name (Type or Print)
President
Title
[Signature]
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Young Men Stepping Up, Inc.
Mailing Address: **P.O. Box 1103, West Palm Beach, FL 33425**
Federal Employer Identification Number: 562621537
Name of President: Greg Campbell
Name of Executive Director: Robert Garrett
Project Liaison Information:
Name: Regina Bell
Telephone #: 561-723-2729
Fax #: N/A
e-mail: youngmensteppingup@hotmail.com

Purpose/Mission of Agency: To successfully guide children in the community to make better decisions in their lives.

PROJECT INFORMATION

1. Name of Project: First Choice Basketball Program
2. Project Description
 - General (Project Scope): This program is to teach kids life skills such as teamwork, responsibility, importance of school, and other skills through the game of basketball.
 - Public Purpose: We want the public to know what our kids are doing so they can support us in our efforts to make a positive impact in their lives.
 - Location and Date: The program is held in Palm Beach County on an on-going basis.
 - Anticipated Number of Participants/Users: Presently there are 13 players and 3 coaches
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.

Game uniforms, basketballs, warm-up suits, tournament fees, lodging, food, team insurance, and other miscellaneous expenses associated with the First Choice Basketball Program.

4. Estimated Lump Sum Total for Project: \$ 15,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). April 8, 2008 to September 30, 2008

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 _____

Amount of Recreation Assistance Program Funding awarded \$ 5,000
District 7
(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

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.

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2008

PRODUCER Bcnc-Marc, Inc. 6301 Southwest Blvd, Suite 101 Fort Worth, TX 76132	For Service Contact: (817) 738-6899 Cert #: 8105-18777-82847-0	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.
INSURED Young Men Stepping Up, Inc. dba Hooping for Jesus, Inc. 5127 Caribbean Drive #521, West Palm Beach, FL 33407	INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <u>Tudor Insurance Company</u>
		INSURER B: <u>The Hartford</u>
		INSURER C: _____
		INSURER D: _____
		INSURER E: _____

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	PGL-0774384	3/12/2008	3/12/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Med Exp for Spectators Only
		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				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
B		OTHER Participants Excess Accident	46 SR New	3/12/2008	3/12/2009	Medical Limit \$50,000 Deductible \$100.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as Add'l Insured as respects to the operations of the named insured.

CERTIFICATE HOLDER Cert #: 8105-18777-82847-0 Palm Beach County Board of Commissioners 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 30 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>Shelby Higgins</i>
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YOUNG MEN STEPPING UP, INC.

FROM THE DESK OF:
Robert A. Garret, Founder/CEO

P.O. Box 1103
West Palm Beach, FL 33407
PH: (561) 723-2729

E-Mail: YoungMenSteppingUp@hotmail.com

April 18, 2008

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

**RE: PALM BEACH COUNTY RECREATION ASSISTANCE PROGRAM (RAP)
FUNDING AGREEMENT FOR FIRST CHOICE BASKETBALL OPERATIONAL
COSTS**

Dear Mr. Eshleman:

Our administrative office is in receipt of your letter dated April 16th, 2008. Therefore, by copy of this letter, it will serve as the official statement as requested by your office.

That, Young Men Stepping Up, Inc. is not required by the State of Florida to carry worker's compensation coverage. However, at this time you should be in receipt of our Certificate of Insurance indicating all other applicable insurance coverage.

We appreciate your assistance in helping our organization move forward for the benefit of the children and youth of Palm Beach County. If you have any questions, or require additional documentation, please feel free to contact me at (561) 723-2729.

Sincerely,

Robert A. Garrett
Founder/CEO

cc: Dennis Hanna, First Choice Basketball Program Administrator
RG/lis