

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 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 Cops Helping Kids, Inc. for the period December 2, 2008, through May 1, 2009, in an amount not-to-exceed \$5,000 for funding of the 2008 Silver Gloves Boxing Tournament.

Summary: This funding is to offset costs for the 2008 Silver Gloves Boxing Tournament to be held from December 5 through December 6, 2008, at the Westgate Park Recreation Center. The tournament is expected to attract approximately 500 participants. The Agreement allows for reimbursement of eligible expenses incurred subsequent to May 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 2 Funds. District 2 (DW)


Background and Justification: Cops Helping Kids, Inc. is a not-for-profit organization whose mission is to lower juvenile crime by providing quality activities for youth, providing focus and direction for youth, helping youth become responsible citizens, and bringing law enforcement officers and youth together. Cops Helping Kids, Inc. sponsors an annual boxing tournament to give youth in Palm Beach County boxing programs and to offer youth from all over Florida an opportunity to compete for an athletic championship. Training time for the tournament helps to keep youth off the streets and away from crime.

The tournament costs approximately \$5,000 for the event sanction fee, rings, physicians, trophies/medals, event t-shirts, lodging for officials, printing supplies, and other miscellaneous expenses relating to the tournament. The \$5,000 from District 2 RAP funding will offset the cost of the tournament. The Agreement has been executed on behalf of Cops Helping Kids, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

11/10/08
Date

Approved by: 
Assistant County Administrator

11/27/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3600 Department 583 Unit R902
 Object 8201 Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/District 2
 3600-583-R902-115-8201 \$5,000

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Abigail White 11-18-08
 OFMB 11/18/08
11/18/08
11/13/08
11/17/08
11/18/08
11/19/08
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 11/24/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COPS HELPING KIDS, INC.
FOR THE 2008 SILVER GLOVES BOXING TOURNAMENT**

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 Cops Helping Kids, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Cops Helping Kids".

WITNESSETH:

WHEREAS, Cops Helping Kids is a not-for-profit organization whose mission is to lower juvenile crime by providing quality activities for youth , providing focus and direction for youth, helping youth become responsible citizens, and bringing law enforcement officers and youth together; and

WHEREAS, the Silver Gloves Boxing Tournament (the "Event") is a statewide boxing tournament sponsored by Cops Helping Kids that will be held at the Westgate Park Recreation Center in December of 2008; and

WHEREAS, the Event will attract approximately five hundred (500) participants; and

WHEREAS, the purpose of the Event is to give youth in Palm Beach County boxing programs and youth from all over Florida an opportunity to compete for an athletic championship and to use the training time for the Event to keep youth off the streets and away from crime; and

WHEREAS, the total cost of the Event is estimated to be approximately \$5,000 for the Event sanction fee, rings, physicians, trophies and medals, Event tee shirts, officials' lodging, printing supplies, and miscellaneous expenses; and

WHEREAS, Cops Helping Kids has requested funding in the amount of \$5,000 to help offset costs for the Event; and

WHEREAS, funding for the Event in the amount of \$5,000 is available from the Recreation Assistance Program (RAP) – District 2; and

WHEREAS, recreational activities geared toward juvenile crime prevention serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$5,000 to Cops Helping Kids for the Event for Event sanction fee, rings, physicians, trophies and medals, Event tee shirts, officials' lodging, printing supplies, and miscellaneous expenses 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 Cops Helping Kids 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 Cops Helping Kids. Said information shall list each invoice paid by Cops Helping Kids and shall include the vendor invoice number; invoice date; and the amount paid by Cops Helping Kids along with the number and date of the respective check or proof of payment for said payment. Cops Helping Kids shall attach a copy of each vendor invoice paid by Cops Helping Kids 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, Cops Helping Kids' Program Administrator and Project Financial Officer shall certify the total funds spent by Cops Helping Kids on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Cops Helping Kids and approved by Cops Helping Kids as indicated.

3. Cops Helping Kids incurred expenses for the Project beginning on May 1, 2008. Those costs incurred by Cops Helping Kids for the Project, approved and submitted accordingly by Cops Helping Kids subsequent to May 1, 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 Cops Helping Kids 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. Cops Helping Kids warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Cops Helping Kids 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. Cops Helping Kids shall be responsible for operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until May 1, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Cops Helping Kids is in default of its obligations under this Agreement, the County shall provide Cops Helping Kids thirty (30) days written notice to cure the default. In the event Cops Helping Kids 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 Cops Helping Kids for the Project deemed to be in default and Cops Helping Kids shall return any County RAP funds already collected by Cops Helping Kids 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. Cops Helping Kids shall complete the Project by January 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 1, 2008, and January 31, 2009. Cops Helping Kids shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before May 1, 2009. Upon written notification to County at least ninety (90) days prior to that date Cops Helping Kids may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Cops Helping Kids' request for said extension.

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

13. Cops Helping Kids 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 Cops Helping Kids. 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 Cops Helping Kids 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, Cops Helping Kids 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 Cops Helping Kids, 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 Cops Helping Kids is eligible to receive reimbursement from the County.

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

Commercial General Liability. Cops Helping Kids 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.

Cops Helping Kids shall provide this coverage on a primary basis.

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

Additional Insured. Cops Helping Kids 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." Cops Helping Kids shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Cops Helping Kids 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 Cops Helping Kids 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 Cops Helping Kids enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Cops Helping Kids 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, Cops Helping Kids shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Cops Helping Kids 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, Cops Helping Kids 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 Cops Helping Kids:

Executive Director
Cops Helping Kids, Inc.
4781 North Congress Avenue, Suite 243
Boynton Beach, FL 33426

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: _____
Chair

WITNESSES:
Susan W. Joyce

COPS HELPING KIDS, INC.
EIN Number: 205453162
By: MICHAEL G. LE STRANGE
Name (Type or Print)

Deonica Kinnett

Title: PRESIDENT

By: Michael G. LeStrange
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Dennis Eshleman
Dennis Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Cops Helping Kids, Inc.
Mailing Address: 4781 North Congress Avenue, Suite 243, Boynton Beach, FL 33426
Employer Identification Number: 20-5453162

Name of President: MICHAEL G. LESTRANGE
Name of Executive Director: SAME AS ABOVE
Project Liaison Information: " " " "
Name: MICHAEL G. LESTRANGE
Telephone #: (661) 254-7773
Fax #: (661) 540-8061
e-mail: FLORIDASILVERGLOVES@YHOO.COM

Purpose/Mission of Agency: TO LOWER JUVENILE CRIME BY PROVIDING QUALITY ACTIVITIES FOR THE YOUTH OF FLORIDA. TO PROVIDE YOUTH WITH FOCUS AND DIRECTION, HELPING THEM BECOME RESPONSIBLE, LAW ABIDING CITIZENS. TO BRING LAW ENFORCEMENT OFFICERS, CHILDREN AND THE COMMUNITY TOGETHER.

PROJECT INFORMATION

1. Name of Project: 2008 Silver Gloves Boxing Tournament
2. Project Description STATEWIDE YOUTH TOURNAMENT
 - General (Project Scope): TO GIVE YOUNGSTERS FROM FLORIDA AN OPPORTUNITY TO COMPETE FOR AN ATHLETIC CHAMPIONSHIP. KIDS ARE TRAINING FOR AN ATHLETIC EVENT, WHICH KEEPS THEM OFF THE STREETS AND AWAY FROM CRIME.
 - Public Purpose: JUVENILE CRIME PREVENTION
 - Location and Date: WESTGATE PARK RECREATION CENTER
DECEMBER 5TH AND 6TH 2008.
 - Anticipated Number of Participants/Users: 500 - UP TO.
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.
EVENT SANCTION FEE, RINGSIDE PHYSICIANS, TROPHIES/MEDALS, EVENT TEE SHIRTS, OFFICIALS LODGING PRINTING SUPPLIES, AND MISCELLANEOUS EXPENSES
4. Estimated Lump Sum Total for Project: \$ 5000.00
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) 5/1/08 to 1/31/09

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 2
(filled in by County)



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

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

EXHIBIT B

Grantee: _____

Submittal #: _____

_____ Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

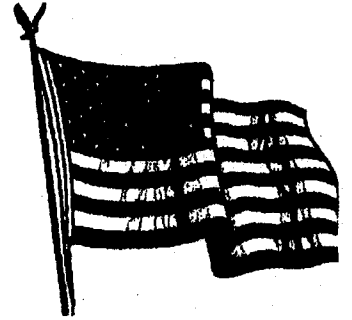
 Administrator

 Date

 Date



4781 N. Congress Ave. Suite 243
Boynton Beach, Florida 33426
561 254-7773



Cops Helping Kids Inc.

A Non-Profit 501 (C) (3) Charitable Organization

10/17/08

Michael G. LeStrange
President

Sean E. Flynn
Vice President

Roderick C. Moe
Treasurer

Glenn L. Ramstadt
Board Member

Cynthia K. LeStrange
Board Member

J.P. Pelletier
Board Member

Robert Harris
Board Member

Ms Susan Yinger
2700 6th Ave South
Lake Worth, Fl. 33461

Dear Ms Yinger,

Cops Helping Kids Inc. is a volunteer driven organization. We have absolutely no paid employees working for us, therefore we are exempt from having workers compensation insurance pursuant to Florida law.

Please contact me if you have further questions. Again, thank you for your assistance.

Very Truly Yours,

Michael G. LeStrange
President,
Cops Helping Kids Inc.