

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 3, 2006

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 Wellington All-Star Cheer and Dance Association, Inc., for the period October 3, 2006, through January 26, 2007, in an amount not-to-exceed \$5,500 for funding of the purchase of uniforms for the Wellington Jaguars.

**Summary:** This funding is to help offset costs incurred by Wellington All-Star Cheer and Dance Association, Inc., for the purchase of cheerleading uniforms for the Wellington Jaguars. This youth sports program serves approximately 70 participants. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to July 8, 2006. Funding is from the Recreation Assistance Program (RAP). District 6 (AH)

**Background and Justification:** The Wellington All-Star Cheer and Dance Association, Inc., is a not-for-profit volunteer organization whose purpose is to provide a cheerleading program where girls from ages 5 through 18 practice cheers, stunts, dance, and jumps at various locations throughout Palm Beach County. The program sponsors the Wellington Jaguars cheerleading team, which serves approximately 70 girls.

The total cost is approximately \$14,000 for uniforms and other miscellaneous expenses related to the purchase of the uniforms. This District 6 RAP allocation will help offset \$5,500 of these costs. The Agreement has been executed on behalf of the Wellington All-Star Cheer and Dance Association, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:

  
Department Director

Date

9/8/06

Approved by:

  
Assistant County Administrator

Date

9-21-06

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,500</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>
<b>NET FISCAL IMPACT</b>	<b><u>5,500</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund 3600 Department 583 Unit R906  
 Object 8201 Program N/A

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

Recreation Assistance Program

District 6            3600-583-R906-117-8201            \$5,500

C. Departmental Fiscal Review: in-kind match

**III. REVIEW COMMENTS**

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

The item above is included in the 2007 proposed budget.

Jim O'Leary 9-13-06  
 OFMB  
 9/12/06 CN 09/11/06

Jim J. Jucoski 9/20/06  
 Contract Development and Control  
 9/13/06

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

Anne Delgant 9/21/06  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND WELLINGTON ALL-STAR  
CHEER AND DANCE ASSOCIATION, INC. FOR THE PURCHASE OF UNIFORMS FOR  
THE WELLINGTON JAGUARS**

**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 Wellington All-Star Cheer and Dance Association, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Wellington All-Stars".

**WITNESSETH:**

**WHEREAS**, Wellington All-Stars is a not-for-profit volunteer organization whose purpose is to provide a cheerleading program where girls from ages five (5) through eighteen (18) practice cheers, stunts, dance, and jumps at various locations throughout Palm Beach County; and

**WHEREAS**, Wellington All-Stars sponsors the Wellington Jaguars cheerleading program which serves approximately seventy (70) participants; and

**WHEREAS**, the Wellington Jaguars are in need of uniforms so that they can perform together as a squad; and

**WHEREAS**, the total cost of uniforms for the cheerleaders is \$14,000 for uniforms, postage, and other miscellaneous expenses related to the purchase of the uniforms; and

**WHEREAS**, Wellington All-Stars has requested \$5,500 from County to assist with the cost of the uniforms; and

**WHEREAS**, County desires to provide funding to assist Wellington All-Stars with costs associated with the purchase of the uniforms; and

**WHEREAS**, funding to assist Wellington All-Stars with said purchase of uniforms in an amount not-to-exceed \$5,500 is available from the Recreation Assistance Program (RAP) District 6; and

**WHEREAS**, cultural and recreational programs for children and youth 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 \$5,500 to Wellington All-Stars for the purchase of cheerleading uniforms to include the cost of uniforms, postage, and other

miscellaneous expenses related to the purchase of the uniforms 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 Wellington All-Stars 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 Wellington All-Stars. Said information shall list each invoice paid by Wellington All-Stars and shall include the vendor invoice number; invoice date; and the amount paid by Wellington All-Stars along with the number and date of the respective check and/or proof of payment for said payment. Wellington All-Stars shall attach a copy of each vendor invoice paid by Wellington All-Stars 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, Wellington All-Stars Program Administrator and Project Financial Officer shall certify the total funds spent by Wellington All-Stars on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Wellington All-Stars and approved by Wellington All-Stars as indicated.

3. Wellington All-Stars incurred expenses for the Project beginning on July 8, 2006. Those costs incurred by Wellington All-Stars for the Project approved and submitted accordingly by Wellington All-Stars subsequent to July 8, 2006, 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 Wellington All-Stars 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. Wellington All-Stars warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Wellington All-Stars 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. Wellington All-Stars shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until January 26, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Wellington All-Stars is in default of its obligations under this Agreement, the County shall provide Wellington All-Stars thirty (30) days written notice to cure the default. In the event Wellington All-Stars 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 Wellington All-Stars for the Project deemed to be in default and Wellington All-Stars shall return any County RAP funds already collected by Wellington All-Stars 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. Wellington All-Stars shall complete the Project by October 26, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 8, 2006, through October 26, 2006. Wellington All-Stars shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 26, 2007. Upon written notification to County at least ninety (90) days prior to that date Wellington All-Stars may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Wellington All-Stars' request for said extension.

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

13. Wellington All-Stars 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 Wellington All-Stars. 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 Wellington All-Stars 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, Wellington All-Stars 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 Wellington All-Stars, 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 Wellington All-Stars is eligible to receive reimbursement from the County.

16. Wellington All-Stars 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. The requirements contained herein, as well as County's review of acceptance of insurance maintained by Wellington All-Stars are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Wellington All-Stars under the Agreement.

**Commercial General Liability.** Wellington All-Stars 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. Wellington All-Stars shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employer's Liability.** Wellington All-Stars shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Wellington All-Stars shall provide this coverage on a primary basis.

**Additional Insured.** Wellington All-Stars 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." Wellington All-Stars shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Wellington All-Stars 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 Wellington All-Stars 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 Wellington All-Stars enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Wellington All-Stars 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 thirty (30) 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, Wellington All-Stars shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Wellington All-Stars 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 Wellington All-Stars, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Wellington All-Stars 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, Wellington All-Stars 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, either 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 Wellington All-Stars:

President  
Wellington All-Stars Cheer and Dance Association, Inc.  
3125-21 Fortune Way  
Wellington, FL 33414

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**

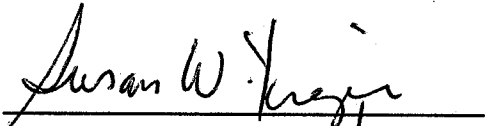
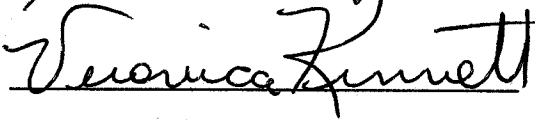
**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Tony Masilotti, Chairman

**WITNESSES:**

**WELLINGTON ALL-STAR CHEER AND DANCE ASSOCIATION, INC.**  
**FEI # 651141101**

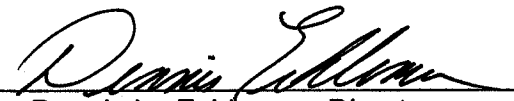
  
\_\_\_\_\_  
  
\_\_\_\_\_

By: Lynne Ronik  
Name  
President  
Title  
Lynne Ronik  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

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

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