

Agenda Item #: 3.M.1.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 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 Royal Palm Beach Youth Softball Association, Inc. for the period November 21, 2006, through May 1, 2007, in an amount not-to-exceed \$2,500 for funding of uniforms and equipment for the 14U Royal Palm Beach Blue Thunder softball team.

Summary: This funding is to offset costs paid by Royal Palm Beach Youth Softball Association, Inc. for uniforms and equipment for the 14 U Royal Palm Beach Blue Thunder softball team. The 14U Royal Palm Beach Blue Thunder softball team serves 12 through 14 players who are age 14 and under. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to September 15, 2006. Funding is from the Recreation Assistance Program (RAP). District 6 (AH)

Background and Justification: Royal Palm Beach Youth Softball Association, Inc. (RPBYSA) is a not-for-profit volunteer organization whose purpose is to foster national amateur sports competition by providing a complete softball program where girls from ages five through 18 learn sportsmanship and teamwork. The league serves approximately 200 participants annually.

RPBYSA's annual budget is approximately \$26,170. The \$2,500 provided from the Recreation Assistance Program - District 6 will offset costs paid for uniforms and equipment for RPBYSA's Blue Thunder softball team. The Agreement has been executed on behalf of RPBYSA, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: _____


Department Director

10/27/06
Date

Approved by: _____


Assistant County Administrator

11-6-06
Date

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>2,500</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>
NET FISCAL IMPACT	<u>2,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u></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 R906
Object 8201 Program N/A

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

Recreation Assistance Program

District 6	3600-583-R906-121-8201	\$2,500
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C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 11-2-06
DEMB
[Signature] 11/10/06
B. Legal Sufficiency:

Don J. Jacob 11/3/06
Contract Development and Control
E. Jones 11/4/06

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

Anne Helgert "16166
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP05-06\District 6\Royal Palm Beach Youth Softball - Blue Thunder\AGD.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ROYAL PALM BEACH
YOUTH SOFTBALL ASSOCIATION, INC. FOR THE PURCHASE OF UNIFORMS
AND EQUIPMENT FOR THE 14U ROYAL PALM BEACH BLUE THUNDER
SOFTBALL TEAM**

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 Royal Palm Beach Youth Softball Association, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "RPBYSA".

W I T N E S S E T H:

WHEREAS, RPBYSA is a not-for profit volunteer organization whose purpose is to foster national amateur sports competition by providing a complete softball program where girls from ages five (5) through eighteen (18) learn sportsmanship and teamwork; and

WHEREAS, RPBYSA serves approximately two hundred (200) participants annually through its six (6) teams; and

WHEREAS, the total annual budget for RPBYSA is approximately \$26,170; and

WHEREAS, RPBYSA has requested \$2,500 from County to assist with the purchase of uniforms and equipment for the 14U Royal Palm Beach Blue Thunder Softball team, which serves twelve (12) through fourteen (14) players; and

WHEREAS, recreational programs and sports training are deemed to serve a public purpose; and

WHEREAS, County desires to provide funding for the RPBYSA for the purchase of uniforms and equipment for the 14U Royal Palm Beach Blue Thunder Softball Team to include boots, cleats, uniforms, balls, ball bags, and other miscellaneous expenses; and

WHEREAS, funding for the 14U Royal Palm Beach Blue Thunder Softball Team for the purchase of uniforms and equipment in an amount not-to-exceed \$2,500 is available from the Recreation Assistance Program (RAP) - District 6; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed \$2,500 to RPBYSA for the purchase of uniforms and equipment for the 14U Royal Palm Beach Blue Thunder Softball

Team to include boots, cleats, uniforms, balls, ball bags, and other 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 RPBYSAs 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 RPBYSAs. Said information shall list each invoice paid by RPBYSAs and shall include the vendor invoice number; invoice date; and the amount paid by RPBYSAs along with the number and date of the respective check or proof of payment for said payment. RPBYSAs shall attach a copy of each vendor invoice paid by RPBYSAs 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, RPBYSAs's Program Administrator and Project Financial Officer shall certify the total funds spent by RPBYSAs on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by RPBYSAs and approved by RPBYSAs as indicated.

3. RPBYSAs incurred expenses for the Project beginning on September 15, 2006. Those costs incurred by RPBYSAs for the Project, approved and submitted accordingly by RPBYSAs subsequent to September 15, 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 RPBYSAs 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. RPBYSAs warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. RPBYSAs 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. RPBYSa shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until May 1, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event RPBYSa is in default of its obligations under this Agreement, the County shall provide RPBYSa thirty (30) days written notice to cure the default. In the event RPBYSa 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 RPBYSa for the Project deemed to be in default and RPBYSa shall return any County RAP funds already collected by RPBYSa 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. RPBYSa shall complete the Project by January 31, 2007, and invoices and checks and/or proof of payments submitted for reimbursement must be dated within the project time frame of September 15, 2006, through January 31, 2007. RPBYSa 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, 2007. Upon written notification to County at least ninety (90) days prior to that date RPBYSa may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny RPBYSa's request for said extension.

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

13. RPBYSa 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 RPBYSAs. 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 RPBYSAs 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, RPBYSAs 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 RPBYSAs, 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 RPBYSAs is eligible to receive reimbursement from the County.

16. RPBYSAs 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 and acceptance of insurance maintained by RPBYSAs are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RPBYSAs under this Agreement.

Commercial General Liability. RPBYSAs 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. RPBYSAs

shall provide this coverage on a primary basis.

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

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

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

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

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

19. The County and RPBYSА 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, RPBYSА 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 RPBYSAs:

President
Royal Palm Beach Youth Softball Association, Inc.
P.O. Box 464
Loxahatchee, Fl 33470

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~~
Addie L. Greene, Chairperson

WITNESSES:

Susan W. Yager
Veronica Fennell

ROYAL PALM BEACH YOUTH SOFTBALL
ASSOCIATION, INC.

FEI Number: 65-1109983

By: William Boss
Name (Type or Print)

Title: PRESIDENT RPBYSAs

By: *William Boss*
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

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

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

BACKGROUND INFORMATION

Name and address of Agency

Agency Name: **Royal Palm Beach Youth Softball Association, Inc.**
Mailing Address: P.O. Box 464
Loxahatchee, FL 33470

Federal Employer Identification Number: **65-1109983**

Name of President: **Bill Boss**

Name of Executive Director: **N/A**

Project/Project Liaison Information:

Name: **Alisha Knott**
Telephone #: **651-644-5759**
Fax #: **561-422-3521**
e-mail: **rpbbuethunder@al.com**

Purpose/Mission of Agency: **To provide competitive softball instruction for RPB girls in a healthy fun environment**

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **14U Royal Palm Beach Blue Thunder Softball team**
2. Project/ Program Description: **Purchase of uniforms and equipment**
 - General (Project Scope): **Purchase needed uniforms, ball bags, cleats, bats, and other miscellaneous equipment for this 14 and Under Team**
 - Public Purpose: **Offers athletic/recreational program for youth**
 - Location: **Masilotti Park – home park and travel throughout state of Florida for tournaments**
 - Anticipated Number of Participants/Users: **12-14 players on team**

EXHIBIT A
Page 1 of 2

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

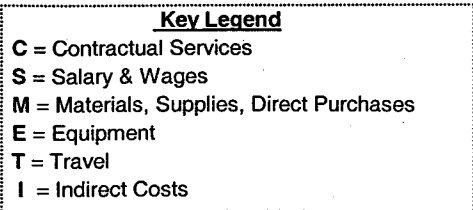


EXHIBIT B

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

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

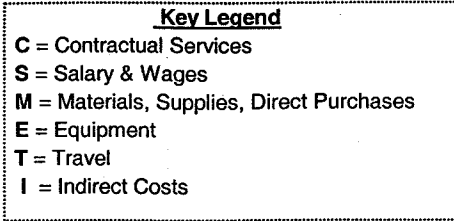
Administrator

Date _____

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.

Financial Officer

Date _____

EXHIBIT B
(cont'd.)


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

Administrator

Date _____

Financial Officer

Date _____

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)	
PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866 (800) 622-7370 Email: amateur@sadlersports.com			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 Sports, Leisure & Entertainment RPG d/b/a Royal Palm Beach Youth Softball Association P.O. Box 464 Loxahatchee, FL 33470			COMPANIES AFFORDING COVERAGE			
			COMPANY LETTER A NATIONWIDE MUTUAL INSURANCE COMPANY			
			COMPANY LETTER B			
			COMPANY LETTER C			
COVERAGES 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.						
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owners & Contractors Prot. <input type="checkbox"/>	RPG11338	12:01am 2/13/2006	12:01am 2/13/2007	General Aggregate	\$2,000,
	Products Comp/Ops Aggregate				\$1,000,	
	Personal & Advertising Injury				\$1,000,	
	Each Occurrence				\$1,000,	
	Fire Damage (Any one fire)				\$ 300,	
	Medical Expenses (Any one person)				\$ 5,	
	Participant Legal Liability				\$1,000,	
	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 <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
	Bodily Injury (per person)				\$	
	Bodily Injury (per accident)				\$	
	Property Damage				\$	
	Workers' Compensation And Employers' Liability				Statutory	
	\$ Each Accident					
	\$ Disease - Policy Limit					
	\$ Disease - Each Employee					
A	Participant Accident (\$100 deductible per claim)	RPG11338	12:01am 2/13/2006	12:01am 2/13/2007	AD&D	\$
	Primary Medical				\$	
	Excess Medical				\$ 25	
	Weekly Indemnity				\$ X	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS SOFTBALL 12 & Under, SOFTBALL 13 - 15, SOFTBALL 16 - 19						
With respect to the General Liability the Certificate Holder is added as Additional Insured.						
CERTIFICATE HOLDER Palm Beach County c/o Parks and Recreation 2700 6th Avenue Lake Worth, FL 33461 Property Owner			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE 			

AMATEUR

Royal Palm Beach Softball

April 1, 2006

To whom it may concern:

Royal Palm Beach Youth Softball Association, Inc. is a non-profit organization that oversees softball programs for girls, ages 4 to 18. We are a strictly volunteer based organization and have no paid employees. We are not required to carry workers compensation insurance.

If you should require any further information, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill Boss", with a long horizontal flourish extending to the right.

Bill Boss, President
Royal Palm Beach Youth Softball Association
561-784-2009