

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007

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 Lake Lytal Lassie League, Inc. for the period September 11, 2007, through December 30, 2007, in an amount not-to-exceed \$5,000 for funding of uniforms and equipment.

Summary: This funding is to help offset the cost of uniforms and equipment for team members who play in the Lake Lytal Lassie League girls' softball program. The League serves approximately 100 participants. The Agreement allows for reimbursement of eligible project costs incurred subsequent to October 1, 2006. Funding is from Recreation Assistance Program (RAP) District 2 Funds. District 2 (AH)

Background and Justification: Lake Lytal Lassie League, Inc. is a not-for-profit organization whose mission is to provide a softball program for girls staffed by volunteers in a non-profit setting at Lake Lytal Park. The League has requested assistance to help offset costs for uniforms, trophies, batting cage nets, and other miscellaneous expenses for its programs.

The \$5,000 from RAP – District 2 will offset a portion of the League's expenses. The Agreement has been executed on behalf of Lake Lytal Lassie League, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:


Department Director

Date

8/14/07

Approved by:


Assistant County Administrator

Date

8/29/07

AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE LYTAL LASSIE LEAGUE, INC. FOR UNIFORMS AND EQUIPMENT

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 Lake Lytal Lassie League, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Lassie League".

WITNESSETH:

WHEREAS, Lassie League is a not-for-profit organization whose mission is to provide a softball program for girls staffed by volunteers in a non-profit setting at Lake Lytal Park; and

WHEREAS, Lassie League serves approximately one hundred (100) participants; and

WHEREAS, Lassie League has requested that County provide \$5,000 to assist with the cost of uniforms and equipment to include, the purchase of uniforms, trophies, batting cage nets, and other miscellaneous expenses for it's programs; and

WHEREAS, funding for Lassie League's uniforms and equipment in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 2; and

WHEREAS, 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 Lassie League to help offset costs for the purchase of uniforms, trophies, batting cage nets, and other miscellaneous expenses for the Lassie League program 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 Lassie League 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 Lassie League. Said information shall list each invoice paid by Lassie League and shall include the vendor invoice number; invoice date; and the amount paid by Lassie League along with the number and date of the respective check or proof of payment for said payment. Lassie League shall attach a copy of each vendor invoice paid by Lassie League 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, Lassie League's Program Administrator and Project Financial Officer shall certify the total funds spent by Lassie League on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lassie League and approved by Lassie League as indicated.

3. Lassie League incurred expenses for the Project beginning on October 1, 2006. Those costs incurred by Lassie League for the Project, approved and submitted accordingly by Lassie League subsequent to October 1, 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 Lassie League 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. Lassie League warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Lassie League 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. Lassie League 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, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Lassie League is in default of its obligations

under this Agreement, the County shall provide Lassie League thirty (30) days written notice to cure the default. In the event Lassie League 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 Lassie League for the Project deemed to be in default and Lassie League shall return any County RAP funds already collected by Lassie League 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. Lassie League shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2006, through September 30, 2007. Lassie League 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, 2007. Upon written notification to County at least ninety (90) days prior to that date Lassie League may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lassie League's request for said extension.

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

13. Lassie League 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 Lassie League. 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 Lassie League 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, Lassie League 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 Lassie League, 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 Lassie League is eligible to receive reimbursement from the County.

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

Commercial General Liability. Lassie League 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. Lassie League shall provide this coverage on a primary basis.

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

Chapter 440. Lassie League shall provide this coverage on a primary basis.

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Lassie League 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, Lassie League shall demonstrate financial

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

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

19. The County and Lassie League 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, Lassie League 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 Lassie League:

President
Lake Lytal Lassie League, Inc.
P.O. Box 17362
West Palm Beach, FL 33463

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:

LAKE LYTAL LASSIE LEAGUE, INC.
FEI Number: 650125253

Matthew Allen

By: *Craig Knowles*
Name (Type of Print)

Lammy Gray

President
Title

Craig Knowles
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Name of Agency: **Lake Lytal Lassie League, Inc.**
Mailing Address: *POST OFFICE BOX 17362
WPB, FL 33463*
Federal Employer Identification Number: *650125253*

Name of President: *CRAIG KNOWLES*
Name of Executive Director: *CRAIG KNOWLES*
Project Liaison Information: *LISA GRAY MARTIN*
Name: *LISA GRAY-MARTIN*
Telephone #: *561-317-5625*
Fax #: *561-687-7027*
e-mail: *graylie.palmbeach.k12.fl.us*

PROJECT INFORMATION

1. Name of Project: **Uniforms and Equipment**
2. Project Description
 - General (Project Scope):
Reimbursement for the purchases made for uniforms, trophies, batting cage nets.
 - Public Purpose:
Recreation program for girls staffed by volunteers in a non profit setting at Lake Lytal Park.
 - Location:
3645 Gun Club Road, WPB, FL, LAKE LYTAL PARK
 - Anticipated Number of Participants/Users:
100+
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.

Purchase of uniforms, trophies, batting cage nets, and other miscellaneous expenses for the Lassie League program

4. Estimated Lump Sum Total for Project: \$ *5,000*
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). *10/1/2006* to *9/30/2007*

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 Attachments - Certificate of Insurance: *✓*

Amount of Recreation Assistance Program Funding awarded \$ *5,000*
District *2*
(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

_____ Date

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.

Administrator Date

Financial Officer Date

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

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
2-26-07 mm

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866
(800) 622-7370
Email: nysca@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
NYSCA/NIYSA/NAYS
LAKE LYTAL LASSIE LEAGUE, INC
C/O CRAIG KNOWLES
P.O. BOX 17362
WEST PALM BEACH, FL 33416

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER **A** **GREAT AMERICAN ASSURANCE COMPANY**
COMPANY
LETTER **B** **NATIONWIDE LIFE INSURANCE COMPANY**
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	
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"/>	MAC0000566267103	2-1-07	02-01-08	General Aggregate	NONE
					Products-Comp/Ops Aggregate	\$2,000,000
					Personal & Advertising Injury	\$2,000,000
					Each Occurrence	\$2,000,000
					Fire Damage (Any one fire)	\$ 300,000
					Medical Expenses (Any one person)	\$ 5,000
					Participant Legal Liability	\$2,000,000
	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				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
B	Participant Accident	SPX00000017609-01	2-1-07	02-01-08	Excess Medical	\$ 25,000
					Deductible:	\$ 100.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

COVERED SPORT: SOFTBALL 12 & UNDER, SOFTBALL 13-15 AND SOFTBALL 16-19

The certificate holder is an additional insured under the General Liability but only with respect to liability arising out of the insured's operations. This insurance does not apply to the sole negligence of the additional insured.

CERTIFICATE HOLDER
PROPERTY OWNER:
BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY PARKS AND RECREATION
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 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
