

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 2, 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 Okeeheelee BMX Parents Council, Inc. for the period October 2, 2007, through December 30, 2007, in an amount not-to-exceed \$1,000 for a shade structure at Okeeheelee Park.

Summary: This funding is to help offset the cost of a shade structure for the BMX track area at Okeeheelee Park. The Okeeheelee BMX Bicycle League serves approximately 200 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to May 12, 2007. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: Okeeheelee BMX Parents Council, Inc. is a not-for-profit organization that strives to keep children involved in an organized sport that provides a family oriented atmosphere. Okeeheelee Parents Council sponsors the BMX Bicycle League that operates at the Okeeheelee BMX Track, and also acts as host for statewide and national bike racing meets. The Parents Council purchased and installed a shade structure at the Okeeheelee BMX Track to provide a comfortable gathering place for program spectators.

The total cost for the purchase and installation of the shade structure was \$1,500. The \$1,000 in funding from RAP – District 6 will offset a portion of this amount. The Agreement has been executed on behalf of Okeeheelee BMX Parents Council, Inc., and now needs to be approved by the Board of County Commissioners.

The completion of the Agreement (including submission of reimbursement documentation) is December 30, 2007. The compliance term of the Agreement is until September 30, 2012, which is consistent with industry standards for this capital project.

Attachment: Agreement

Recommended by: 
Department Director

9/13/07
Date

Approved by: 
Assistant County Administrator

9-20-07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>1,000</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>1,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Units R906
 Object 8201 Program N/A

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

Recreation Assistance Program
 District 6 3600-583-R906-157-8201 \$1,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim Dab 9-18-07
 OFMB CN 9/17/07
 [Signature]

Ann J. [Signature] 9/19/07
 Contract Development and Control
 G. Jones 9/19/07

B. Legal Sufficiency:

Anne Delgado 9/20/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND OKEEHEELEE BMX PARENTS
COUNCIL, INC. FOR A SHADE STRUCTURE**

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 Okeehееlee BMX Parents Council, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Parents Council".

WITNESSETH:

WHEREAS, Parents Council is a not-for-profit organization that strives to keep children off the streets and involved in an organized sport that provides a family oriented atmosphere; and

WHEREAS, Parents Council sponsors a BMX bicycle league that operates at the Okeehееlee BMX Track, including acting as host for statewide and national bike racing meets; and

WHEREAS, Parents Council serves approximately two hundred (200) local participants; and

WHEREAS, Parents Council purchased and installed a shade structure at the Okeehееlee BMX Track to provide a comfortable gathering place for program spectators; and

WHEREAS, the total cost of the purchase and installation of the shade structure was approximately \$1,500; and

WHEREAS, Parents Council has requested that County provide \$1,000 to help offset costs for the shade structure; and

WHEREAS, funding for the shade structure in an amount not to exceed \$1,000 is available from the Recreation Assistance Program (RAP) – District 6; and

WHEREAS, educational, recreational, and cultural programs benefiting citizens of Palm Beach County are deemed 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 \$1,000 to Parents Council for the purchase and installation of a shade structure at the Okeehееlee Park BMX Track, 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 Parents Council 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 Parents Council. Said information shall list each invoice paid by Parents Council and shall include the vendor invoice number; invoice date; and the amount paid by Parents Council along with the number and date of the respective check and/or proof of payment for said payment. Parents Council shall attach a copy of each vendor invoice paid by Parents Council 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, Parents Council's Program Administrator and Project Financial Officer shall certify the total funds spent by Parents Council on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Parents Council and approved by Parents Council as indicated.

3. Parents Council incurred expenses for the Project beginning on May 12, 2007. Those costs incurred by Parents Council for the Project, approved and submitted accordingly by Parents Council subsequent to May 12, 2007, 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 Parents Council 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. Parents Council warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Parents Council agrees, warrants, and represents that all of the employees and participants in the Project were 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. Parents Council shall be responsible for the operation and maintenance of the Project including all associated costs.

8. The term of this Agreement shall be until September 30, 2012, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Parents Council is in default of its obligations under this Agreement, the County shall provide Parents Council thirty (30) days written notice to cure the default. In the event Parents Council 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 Parents Council for the Project deemed to be in default and Parents Council shall return any County RAP funds already collected by Parents Council 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. Parents Council shall complete the Project by September 30, 2007 and invoices and checks submitted for reimbursement must be dated within the project time frame of May 12, 2007, through September 30, 2007. Parents Council 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 Parents Council may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Parents Council's request for said extension.

12. In the event Parents Council ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Parents Council. The determination that Parents Council has ceased or suspended the Project shall be made by County and Parents Council agrees to be bound by County's determination.

13. Parents Council 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 Parents Council. 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 Parents Council 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, Parents Council 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 Parents Council, 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 Parents Council is eligible to receive reimbursement from the County.

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

Commercial General Liability. Parents Council 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. Parents Council shall provide this coverage on a primary basis.

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

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

Waiver of Subrogation. Parents Council 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 Parents Council 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 Parents Council enter into such an

agreement on a pre-loss basis.

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

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

19. The County and Parents Council 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, Parents Council 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. The 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 Parents Council:

President
Okeehelée BMX Parents Council, Inc.
P.O. Box 122652
Royal Palm Beach, 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: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

OKEEHHEELÉ BMX PARENTS COUNCIL, INC.
FEI Number:

Susan W. Young
Deanna Bennett

By: 650164647 Robyn Brow
Name
Title President
Signature Robyn Brow

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: **Okeehetee BMX Parents Council Inc.**

Mailing Address: **P.O. Box 211652, R.P.B., FL 33411**

Federal Employer Identification Number:

Name of President: **Hobyn Brow**
Name of Executive Director:

Project/Project Liaison Information:

Name: **Hobyn Brow**

Telephone #: **561-662-5022**

Fax #: **561-784-4691**

e-mail: **1bmymom@comcast.net**

Purpose/Mission of Agency: **We are a drug-free non-profit Corp. We strive to keep our children off the streets + involved in an organized sport that provides a family orientated atmosphere**

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **Facility Upgrades and Equipment**

2. Project/ Program Description

- General (Project Scope): **purchase + Installation of shade structure**
- Public Purpose: **for program participants**
- Location: **Okeehetee BMX Track**
- Anticipated Number of Participants/Users: **200 +**

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/amounts.

Purchase and Installation of shade Structure

4. Estimated Lump Sum Total for Project/Program **\$ 1,500.00**

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
5/12/07 to 9/30/07
month/day/year month/day/year

(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 until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments: Certificate of Insurance : _____

Amount of Recreation Assistance Program Funding awarded

\$ 1,000

District **6**

(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



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
 (cont'd.)**

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
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

_____ Financial Officer _____ Date

CERTIFICATE OF INSURANCE		01/08/2007
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46789		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 POLICY BELOW.
INSURED National Bicycle League, Inc. 3956 Brown Park Drive Suite D Hilliard, OH 43026 OKREHESLEE BMX 719 SOUTH CLEARY ROAD WEST PALM BEACH, FL 33413		
		INSURERS AFFORDING COVERAGE INS. A: Philadelphia Indemnity Insurance Company INS. B: INS. C:
		CERT NUMBER: 1000482007

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, NOT WITHSTANDING 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 CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	PHPK208694	01/01/2007 12:01 a.m.	01/01/2008 12:01 a.m.	General Aggregate	3,000,000
					Products-Completed Operations Aggregate	3,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	100,000
					Medical Expense Limit (Any One Person)	Excluded
A	UMB	PHUB079886	01/01/2007 12:01 a.m.	01/01/2008 12:01 a.m.	General Aggregate	5,000,000
					Products-Completed Operations Aggregate	5,000,000
					Each Occurrence	5,000,000

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

- The Umbrella policy contains a Self-insured Retention of \$10,000.
- The Certificateholder is only an Additional Insured with respect to liability caused from the negligent acts or omissions of the Named Insured, but only with respect to losses resulting from NBL-sanctioned competitions/practices and other operations conducted by NBL from January 01, 2007 through December 31, 2007.

CERTIFICATE HOLDER	CANCELLATION
PALM COUNTY BOARD OF COUNTY COMMISSIONERS 2700 6TH AVENUE SOUTH LAKE WORTH, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>David A. Harris</i>



P.O. BOX 211652
ROYAL PALM BEACH, FL 33411
561-642-6774 * FAX: 561-471-3362
www.okeehheelleebmx.com

Aug. 6, 2007

Palm Beach County Board of County Commissioners
2700 6th Avenue
Lake Worth, FL 33461

To whom it may concern;

Okeehheellee BMX Parents Council, Inc. is a Non-Profit Organization. We do not have any employees therefore we do not need Workers Compensation.

If you have any further questions, please do not hesitate to contact me at 561-662-5022.

Thank you for continued support.

Sincerely,
OKEEHHEELLEE BMX

Robyn Brow
President

Cc: File