Agenda Item #: 3M\$

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

	AGENDA	ATTENI SOMINARY	
Meeting Date:	May 6, 2008	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Parks and Recreation		
Submitted By:	Parks and Recreation D	<u>epartment</u>	
Submitted For:	Parks and Recreation D	epartment	
	i. EX	(ECUTIVE BRIEF	
Baseball, Inc. fo		notion to approve: Agreem nrough July 8, 2008, in an am	
		the cost of baseball uniforms	

Background and Justification: West Boca Youth Baseball, Inc. is a not-for-profit organization whose mission is to provide opportunities for youth to learn the fundamentals of baseball. The West Boca Youth Baseball program is offered at recreational fields in South County Regional Park.

reimbursement of eligible project costs incurred subsequent to January 15, 2008. Funding is from the

Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

The total cost paid for uniforms is approximately \$30,000. The \$10,000 from District 5 RAP will offset a portion of the cost. The Agreement has been executed on behalf of West Boca Youth Baseball, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreen	nent	
Recommended by:	Department Director	4/16/08/
Approved by:	Assistant County Administrator	4/30/05 Date

	II. FISCA	<u>L IMPACT AN</u>	<u>IALYSIS</u>		
A. Five Year Summary o	f Fiscal Impact	:			
Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 10,000 -0-) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	10,000	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)			,,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,		
Is Item Included in Currer Budget Account No.:	nt Budget? Ye Fund <u>3600</u> Object <u>8201</u>	Department _		<u>05</u>	
B. Recommended Source	es of Funds/Su	ımmary of Fi	scal Impact:		
Recreation Assistant District 5 360	<u>ce Program</u> 10-583-R905-08	3-8201	\$10,000		
C. Departmental Fiscal F	Review:	ckopel	lakis		_
	III. RE	VIEW COMM	<u>ENTS</u>		
A. OFMB Fiscal and/or C	Contract Develo	pment and C	ontrol Comme	ents:	
OFMB & 4/28/08 SH 4 B. Legal Sufficiency:	1-28 00 125/08 4/23/28	Co	ntract Developer	nent and Contr Element 39/08 plies with our puirements.	<u>199</u> 701
Assistant County Attorne	4 130108 ey				
C. Other Department Rev	view:				

REVISED 10/95 ADM FORM 01

Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND WEST BOCA YOUTH BASEBALL, INC. FOR UNIFORM EXPENSES

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 West Boca Youth Baseball, Inc., a Florida not-for-profit corporation, hereinafter referred to as "West Boca Youth Baseball".

WITNESSETH:

WHEREAS, West Boca Youth Baseball is a not-for-profit organization whose mission is to provide opportunities for youth to learn the fundamentals of baseball; and

WHEREAS, West Boca Youth Baseball offers its baseball program at western Boca Raton recreational fields South County Regional Park to approximately five hundred (500) youth; and

WHEREAS, the West Boca Youth Baseball's activities cost approximately \$30,000 annually; and

WHEREAS, West Boca Youth Baseball has requested that County provide \$10,000 to assist with the cost of uniform and equipment expenses; and

WHEREAS, funding for West Boca Youth Baseball's operational expenses for the baseball program in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) – District 5; and

WHEREAS, motivational and sports related 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 \$10,000 to West Boca Youth Baseball to help offset I costs for uniforms 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 West Boca Youth Baseball 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 AB®, which are required for each and every reimbursement requested by West Boca Youth Baseball. Said information shall list each invoice paid by West Boca Youth Baseball and shall include the vendor invoice number; invoice date; and the amount paid by West Boca Youth Baseball along with the number and date of the respective check or proof of payment for said payment. West Boca Youth Baseball shall attach a copy of each vendor invoice paid by West Boca Youth Baseball 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, West Boca Youth Baseball's Program Administrator and Project Financial Officer shall certify the total funds spent by West Boca Youth Baseball on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by West Boca Youth Baseball and approved by West Boca Youth Baseball as indicated.
- 3. West Boca Youth Baseball incurred expenses for the Project beginning on January 15, 2008. Those costs incurred by West Boca Youth Baseball for the Project, approved and submitted accordingly by West Boca Youth Baseball subsequent to January 15, 2008, are eligible for reimbursement by County pursuant to the terms and conditions hereof.
- 4. RAP funds may be used as a match for other local, state, or federal grant programs, but West Boca Youth Baseball 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. West Boca Youth Baseball warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. West Boca Youth Baseball 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. West Boca Youth Baseball shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until July 8, 2008, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event West Boca Youth Baseball is in default of its obligations under this Agreement, the County shall provide West Boca Youth Baseball thirty (30) days written notice to cure the default. In the event West Boca Youth Baseball 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 West Boca Youth Baseball for the Project deemed to be in default and West Boca Youth Baseball shall return any County RAP funds already collected by West Boca Youth Baseball 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. West Boca Youth Baseball shall complete the Project by April 8, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 15, 2008, through April 8, 2008. West Boca Youth Baseball shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before July 8, 2008. Upon written notification to County at least ninety (90) days prior to that date West Boca Youth Baseball may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny West Boca Youth Baseball's request for said extension.
- 12. In the event West Boca Youth Baseball 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 West Boca Youth Baseball. The determination that West Boca Youth Baseball has ceased or suspended the Project shall be made by County and West Boca Youth Baseball agrees to be bound by County's determination.

- 13. West Boca Youth Baseball 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 West Boca Youth Baseball. 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 West Boca Youth Baseball 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, West Boca Youth Baseball 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 West Boca Youth Baseball, 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 West Boca Youth Baseball is eligible to receive reimbursement from the County.

16. West Boca Youth Baseball 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. West Boca Youth Baseball 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 West Boca Youth Baseball are not intended to and shall not in any manner limit or qualify the liabilities

and obligations assumed by West Boca Youth Baseball under this Agreement.

Commercial General Liability. West Boca Youth Baseball 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. West Boca Youth Baseball shall provide this coverage on a primary basis.

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

Additional Insured. West Boca Youth Baseball 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.@ West Boca Youth Baseball shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. West Boca Youth Baseball 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 West Boca Youth Baseball 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 West Boca Youth Baseball enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, West Boca Youth Baseball 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, West Boca Youth Baseball shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. West Boca Youth Baseball 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 West Boca Youth Baseball, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and West Boca Youth Baseball 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, West Boca Youth Baseball 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 West Boca Youth Baseball:

President West Boca Youth Baseball, Inc. 21458 Summertrace Circle Boca Raton, FL 33428

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:	WEST BOCA YOUTH BASEBALL, INC. FEI Number: 650094087 By: BRIAN K MCMAKON
Dergines Junett	Name (Type or Print) President Title WWW Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	Dennis L. Eshleman, Director Parks and Recreation Department

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

BACKGROUND INFORMATION

Agency Name: West Boca Youth Baseball, Inc.

Mailing Address:21458 Summertrace Circle, Boca Raton, Fl 33428

Federal Employer Identification Number:

Name of President:

BRIAN MEMAHON

Name of Executive Director:

Project/Project Liaison Information:

BRIAN MCMAHON

Telephone #: 301 756 パンゾ

Fax #:

954 545 8262

e-mail:

me mahon kw @ad. com

Purpose/Mission of Agency: provide uniforms and equipment to children playing baseball in West Book

PROJECT/PROGRAM INFORMATION

- 1. Name of Project/Program: Purchase of Uniforms and Equipment for Southwest County Cobras
- Project/ Program Description 2.

• General (Project Scope): Flovide imiforms for all players
from a equipment for safety of children

Public Purpose: allow children is feel part of a train and

be provided with sufficient by many for protection

- Location: South County Regional Park
- Anticipated Number of Participants/Users: 5スぷ
- 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.

equepment \$10,000 no services as operational costs to be expended

4. Estimated Lump Sum Total for Project/Program

\$ 30,000.00

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become month/day/year month/day/year

(Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

Required Attachments: 6. Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded

\$10,000

District 5

(filled in by County)



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

			Date						
Grantee			Project I	Name:					
Submission #:		Reimbursement Period:							
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ltem		<u>Key</u>	Project Costs This Submission		Cumulative Project Costs				
Contractual Serv	ices	(C)		-		· · · · · · · · · · · · · · · · · · ·			
Salary & Wages	(% of salaries)	(S)							
Materials, Suppli	es, Direct Purchases	(M)		_					
Equipment		(E)		-					
Travel		(T)	e e e e e e e e e e e e e e e e e e e	<u> </u>		· ·			
ndirect Costs		(1)		-					
Key Legend	C = Contractual Services S = Salary & Wages	······································		=					
roy Logona	M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases							
expenses were	nereby certify that the above incurred for the work identification in the attached progress		been maintained	d as required	that the documen I to support the pro nd is available for a	oject			
Administrator	Date		Financial Office	r	Da	ite			

	PBC USE	ONLY		
County Funding Participation	\$		· · · · · · · · · · · · · · · · · · ·	
Total Project Costs To Date:	\$	• • • • • • • • • • • • • • • • • • • •	····	1
County Obligation To Date	\$			
County Retainage (%)	\$			
County Funds Previously Disbursed	d \$			
County Funds Due this Billing	\$			
Reviewed and Approved By:				
	PBC Project Adminis	strator	Date	
	Department Director		Date	

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<u>Key Legend</u> **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

	I = Indirect (Dat	е					
	Grantee:		· ·		-	Proje	ct Name:	-		•		
	Submittal #:					Conti	act Reimburse	ement	t Period:			
			Check or '	Voucher		Invo	ico					
Pavee (Ven	dor/Contractor)	Key	Number	Date		Number	Date	•	Amount	· · · · · · · · · · · · · · · · · · ·	Expense Descrip	tion
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	Administrator		Date				Financial Office	r.		Da	e	

Page 2 of

Key Legend



C = Contractual Services

S = Salary & Wages

1 = Indirect Costs

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

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PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

Invoice

Check or Voucher

EXHIBIT B (cont'd.)

#	Payee (Vendor/Contractor)	Key	Number	Date	. Number	Date	Amount	Expense Description	•
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					:	TOTAL \$			
	Certification: I hereby certify that the paccomplishing this project.	ourchases n	oted above were	used in	other purchasing	g documentatio	at bid tabulations, executon n have been maintained a le for audit upon request.	ed contract, cancelled checks, and as required to support the costs	
	Administrator		Date	······································		Financial Officer	-	Date	

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INSURER A: Phi	ladelphia Inden	nnity Insurance	
INSURER B. AIG	i		
INSURER C:			
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INSURER E:			
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DATE (MM/DD/YY)	DATE (MM/DD/YY)	LIMITS	4 000 0
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1717200	17172000		\$ 300,0 \$ 1,0
			\$ 1,000,0
		GENERAL AGGREGATE	\$ 2,000,0
· .		PRODUCTS - COMP/OP AGG	\$ 1,000,0
		Participant Legal Liab	1,000,0
1/1/2008	1/1/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0
		BODILY INJURY (Per person)	\$
		BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE (Per accident)	\$
	,=-	AUTO ONLY - EA ACCIDENT	\$
		ALITO ONLY:	\$ \$
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© ACORD CORPORATION 1988

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE



PO Box 970893 Boca Raton, Florida 33497-0893

March 26, 2008

Susan Yinger Parks and Recreation Department 2700 6th Ave., South Lake Worth, FL 33461

RE: West Boca Youth Baseball

Dear Susan:

This letter is to inform you that West Boca Youth Baseball has no employees, and, as such, is not required to maintain workers compensation insurance.

Sincerely,

Brian K. McMahon On behalf of WBYB