

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2008

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 Boynton Beach Little League, Inc. for the period October 7, 2008, through March 31, 2009, in an amount not-to-exceed \$7,000 for funding of uniforms and equipment.

Summary: This funding is to help offset costs for the purchase of uniforms and equipment by the Boynton Beach Little League, Inc. The League's baseball programs serve approximately 500 participants. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to August 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: The Boynton Beach Little League, Inc. is a not-for-profit organization whose purpose is to provide an opportunity for children from ages five through sixteen to participate in Little League baseball. The Boynton Beach Little League's home field is on Woolbright Road in Boynton Beach. The League provides uniforms, equipment, and other miscellaneous supplies for its Program.

The League has requested that the County provide \$7,000 to help offset expenses for uniforms, equipment, and other miscellaneous expenses. The \$7,000 from District 7 RAP funding will help offset a portion of the costs for the uniforms, equipment, and miscellaneous expenses. The Agreement has been executed on behalf of Boynton Beach Little League, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

9/15/08
Date

Approved by: 
Assistant County Administrator

10/2/08
Date

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOYNTON BEACH LITTLE LEAGUE, INC. FOR THE PURCHASE OF 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 Boynton Beach Little League, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Little League".

WITNESSETH:

WHEREAS, Little League is a not-for-profit organization whose purpose is to provide an opportunity for children from ages five (5) through sixteen (16) to participate in Little League baseball (the Program); and

WHEREAS, Little League's home field is at 300 West Woolbright Road in Boynton Beach; and

WHEREAS, the Little League provides uniforms, equipment, and other miscellaneous supplies for participants in its Program; and

WHEREAS, approximately five hundred (500) youth participate in the Program; and

WHEREAS, the amount of \$7,000 is needed for uniforms, equipment, and other miscellaneous expenses relating to the Program; and

WHEREAS, Little League has requested that County provide \$7,000 to help offset expenses for the Program for uniforms, equipment, and other miscellaneous expenses; and

WHEREAS, funding for the Program in an amount not-to-exceed \$7,000 for the Program is available from the Recreation Assistance Program (RAP) District 6; and

WHEREAS, youth athletic programs 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 \$7,000 to Little League for the Program for uniforms, equipment, and other miscellaneous expenses relating to the Program, 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 Little 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 Little League. Said information shall list each invoice paid by Little League and shall include the vendor invoice number; invoice date; and the amount paid by Little League along with the number and date of the respective check or proof of payment for said payment. Little League shall attach a copy of each vendor invoice paid by Little 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, Little League's Program Administrator and Project Financial Officer shall certify the total funds spent by Little League on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Little League and approved by Little League as indicated.

3. Little League incurred expenses for the Project beginning on August 1, 2008. Those costs incurred by Little League for the Project, approved and submitted accordingly by Little League subsequent to August 1, 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 Little 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. Little 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. Little 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, gender identity or expression.

7. Little 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 March 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Little League is in default of its obligations under this Agreement, the County shall provide Little League thirty (30) days written notice to cure the default. In the event Little 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 Little League for the Project deemed to be in default and Little League shall return any County RAP funds already collected by Little 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. Little League shall complete the Project by December 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 1, 2008, through December 31, 2008. Little 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 March 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Little League may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Little League's request for said extension.

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

13. Little 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 Little 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 Little 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, Little 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 Little 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 the Agreement for which Little League is eligible to receive reimbursement from the County.

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

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

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

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

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

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

18. Little 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 Little 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 Little 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, Little 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 Little League:

President
Boynton Beach Little League, Inc.
P.O. Box 284
Boynton Beach, FL 33435

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

By: _____
Deputy Clerk

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

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

[Signature]
Veronica Kenneth

BOYNTON BEACH LITTLE LEAGUE, INC.

EIN Number: 59-1651138
By: *JACK McVEY*
Name (Type or Print)
Title: *President*

By: *[Signature]*
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

Name of Agency: Boynton Beach Little League, Inc.
Address: P.O. Box 284, Boynton Beach, FL 333435

Federal Employer Identification Number: 59-1651138

Name of President: John. W. McVey

Name of Executive Director: N/A

Project Liaison Information:

Name: Paul Maresca

Telephone #: 414-5602

Fax #: 561-414-5602

e-mail: paulmaresca@belsouth.net

PROJECT INFORMATION

1. Name of Project: Purchase of Uniforms and Equipment

2. Project Description

- General (Project Scope):
Purchase of uniforms & equipment for East Boynton Beach Little League teams.
- Public Purpose: Opportunity for children ages 5-16 to participate in Little League Baseball.
- Location: East Boynton Beach Little League- 300 West Woolbright Rd, Boynton Beach, FL 33435
- Anticipated Number of Participants/Users: 500

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.

- Uniforms
- Equipment
- Other Misc Project Expenses

4. Estimated Lump Sum Total for Project: \$7,000.00

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). August 1, 2008 to December 31, 2008

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 X

Amount of Recreation Assistance Program Funding awarded

\$ 7,000

Funding from
Gas Tax to RAP –
District 7
(filled in by County)



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

Grantee: _____

Submittal #: _____

_____ Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

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.

 Date

CERTIFICATE OF LIABILITY INSURANCE

DATE 1/18/08

Keystone Risk Managers, LLC
 1995 Point Township Drive
 Northumberland, PA 17867

CERTIFICATE # 3090702-1

3 09 07

Jack 8-8-08
 561-637-1869

ADDITIONAL NAMED INSURED:

EAST BOYNTON BEACH LL
 JACK MOVEY
 1729 BANYAN CREEK CT
 BOYNTON BEACH FL 33486

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	LANDMARK INSURANCE COMPANY

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

R	ADD'L INSURD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	5078195-03	1/17/2008	1/01/2009	EACH OCCURRENCE	\$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
						SEXUAL ABUSE AGGREGATE	\$2,000,000
A	X	DIRECTORS & OFFICERS	162-1200	1/01/2008	1/01/2009	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
A	X	CRIME COVERAGE	0009309 03	1/01/2008	1/01/2009	EACH LOSS	\$35,000
			Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
3	X	SPORTS EXCESS ACCIDENT	5RG9105434	1/01/2008	1/01/2009	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

X INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

CITY OF BOYNTON BEACH 2. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

INSURED

Little League Baseball Risk Purchasing Group, Inc.
 539 U.S. RT. 15 HIGHWAY
 South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

[Signature]
 AUTHORIZED REPRESENTATIVE



August 23, 2008

To whom this may concern:

As a non-profit youth Little League Organization, we are not required by statute to retain workman's compensation.

Thank you.

Jack McVey
Presidents

East Boynton Beach Little League