

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 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 Boca Flag Football and Cheerleading, Corp. for the period October 21, 2008, through October 1, 2009, in an amount not-to-exceed \$5,000 for the funding of West Boca Tackle Football equipment and expenses.

Summary: This funding is to assist with expenses incurred by Boca Flag Football and Cheerleading, Corp. for its West Boca Tackle Football league equipment and expenses. Boca Flag Football offers its programs at South County Regional Park to approximately 600 youth. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to July 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

Background and Justification: Boca Flag Football and Cheerleading, Corp. is a not-for-profit organization whose mission is to provide youth with an opportunity to participate in a league that stresses scholastic achievement, good sportsmanship, the values of education, community, athletics, and a positive philosophy for living. Boca Flag Football's youth programs include the West Boca Tackle Football league.

Annual expenses for West Boca Tackle Football are approximately \$60,000 for uniforms, equipment, coaches, background checks, insurance, supplies, and other miscellaneous expenses. The \$5,000 from District 5 RAP funding will help offset the costs incurred by Boca Flag Football and Cheerleading, Corp. for the West Boca Tackle Football league expenses. The Agreement has been executed on behalf of Boca Flag Football and Cheerleading, Corp., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: _____


Department Director

9/30/08

Date

Approved by: _____


Assistant County Administrator

10/14/08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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>5,000</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 Unit R915
 Object 8201 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/Transportation Improvement Fund-District 5
 3600-583-R915-005-8201 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

White 10.2.08
 OFMB *OK 10/2/08*
Dr. J. Jacob 10/18/08
 Contract Development and Control *10/18/08*

B. Legal Sufficiency:

DS 10/14/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOCA FLAG FOOTBALL & CHEERLEADING, CORP. FOR WEST BOCA TACKLE FOOTBALL EQUIPMENT AND 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 Boca Flag Football & Cheerleading, Corp, a Florida not-for-profit corporation, hereinafter referred to as "Boca Flag Football".

WITNESSETH:

WHEREAS, Boca Flag Football is a not-for-profit organization whose mission is to provide youth with an opportunity to participate in a league stressing scholastic achievement, good sportsmanship, and the values of education, community, athletics, and a positive philosophy for living; and

WHEREAS, Boca Flag Football offers its football programs at South County Regional Park to approximately six hundred (600) youth; and

WHEREAS, Boca Flag Football's youth programs include the West Boca Tackle Football league; and

WHEREAS, annual expenses for West Boca Tackle Football are approximately \$60,000 for uniforms, equipment, coaches, background checks, insurance, supplies, and other miscellaneous expenses; and

WHEREAS, Boca Flag Football has requested that County provide \$5,000 to assist with West Boca Tackle Football equipment and expenses; and

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

WHEREAS, motivational and sports 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 Boca Flag Football to help offset costs for equipment and expenses for Boca Tackle Football to include uniforms, equipment, coaches, background checks, insurance, supplies, and other miscellaneous expenses 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 Boca Flag Football 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 Boca Flag Football. Said information shall list each invoice paid by Boca Flag Football and shall include the vendor invoice number; invoice date; and the amount paid by Boca Flag Football along with the number and date of the respective check or proof of payment for said payment. Boca Flag Football shall attach a copy of each vendor invoice paid by Boca Flag Football 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, Boca Flag Football's Program Administrator and Project Financial Officer shall certify the total funds spent by Boca Flag Football on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Boca Flag Football and approved by Boca Flag Football as indicated.

3. Boca Flag Football incurred expenses for the Project beginning on July 1, 2008. Those costs incurred by Boca Flag Football for the Project, approved and submitted accordingly by Boca Flag Football subsequent to July 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 Boca Flag Football 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. Boca Flag Football warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Boca Flag Football 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. Boca Flag Football shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until October 1, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Boca Flag Football is in default of its obligations under this Agreement, the County shall provide Boca Flag Football thirty (30) days written notice to cure the default. In the event Boca Flag Football 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 Boca Flag Football for the Project deemed to be in default and Boca Flag Football shall return any County RAP funds already collected by Boca Flag Football 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. Boca Flag Football shall complete the Project by July 1, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2008, through July 1, 2009. Boca Flag Football shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 1, 2009. Upon written notification to County at least ninety (90) days prior to that date Boca Flag Football may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Boca Flag Football's request for said extension.

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

13. Boca Flag Football 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 Boca Flag Football. 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 Boca Flag Football 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, Boca Flag Football 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 Boca Flag Football, 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 Boca Flag Football is eligible to receive reimbursement from the County.

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

Commercial General Liability. Boca Flag Football 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. Boca Flag Football shall provide this coverage on a primary basis.

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

Additional Insured. Boca Flag Football 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.@ Boca Flag Football shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Boca Flag Football 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 Boca Flag Football 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 Boca Flag Football enter into such an agreement on a pre-loss basis.

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

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

19. The County and Boca Flag Football 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, Boca Flag Football 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 Boca Flag Football:
President
Boca Flag Football & Cheerleading, Corp.
P.O. Box 970271
Boca Raton, FL 33497

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:

Dusan W. Imciji
Teramica Bennett

BOCA FLAG FOOTBALL & CHEERLEADING, CORP.
FEI Number: 202312210

By: SALVATORE ROMANO
Name (Type or Print)
PRESIDENT
Title
Salvatore Romano
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

Name of Agency: **Boca Flag Football & Cheerleading, Corp.**

Mailing Address: **P.O. Box 970271, Boca Raton, FL 33497**

Federal Employer Identification Number: 202312210

Name of President: Salvatore Romano

Name of Vice President of Tackle: Glen Remler

Project Liaison Information:

Name: Salvatore Romano

Telephone #: cell – 561-271-6164

Fax #: 561-361-9103

e-mail: Angelhands@aol.com

Purpose/Mission of Agency:

The Boca Flag Football and Cheerleading League is dedicated to provide the youths of our community with an opportunity to participate in a league stressing scholastic achievement and good sportsmanship. We are dedicated to sharing the values of Education, Community, Athletics, and a positive Philosophy for living.

PROJECT INFORMATION

1. Name of Project: **West Boca Tackle Football Equipment Expenses**
2. Project Description
 - General (Project Scope): Provide the youth league with equipment and supplies to play the sport
 - Public Purpose: Youth Flag Football, youth tackle football, youth Cheerleading
 - Location and Date: South County Regional Park, Boca Raton Florida. July 1- November 31. Year round planning.
 - Anticipated Number of Participants/Users: 600
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, coaches background checks, insurance, supplies and other misc. expenses.
4. Estimated Lump Sum Total for Project: \$ 60,000.00
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). July 1, 2008 to July 1, 2009

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 Attachment:
Certificate of Insurance enclosed

Amount of Recreation Assistance Program Funding awarded

\$ 5,000
District 5
(filled in by
County)

Transfer from District 5 Gas Tax

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com

(New)

CERTIFICATE OF LIABILITY INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.

CERTIFICATE HOLDER
Palm Beach County Board of County Commissioners
2700 Sixth Ave South

LAKE WORTH, FL 33461

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.

PRODUCER Foy Insurance Group Inc. PO Box 1030 Exeter, NH 03833	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 10000 Lake Buena Vista, FL 32830-1000	CLUB Boca Flag Football And Cheerleading Po Box 970271 Boca Raton, FL 33497 PGFF543KB1	AAU DISTRICT Florida Gold Coast FLORIDA GOLD COAST AAU KATHY ALVAREZ P.O. BOX 540203 OPA LOCKA, FL 33054
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COMPANIES AFFORDING COVERAGE

Company A Lexington Insurance Company Company C National Union Insurance Company	Company B American International Specialty Lines Insurance Company
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COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), (limits shown may have been reduced by paid claims).

CO I,TR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
C	Participant Accident	SGR-9101737	9/1/08 12:01 AM.	9/1/09 12:01 AM.	Accident Medical Accidental Death and Dismemberment	50,000 5,000
B	Excess Liability	9745637	9/1/08 12:01 AM.	9/1/09 12:01 AM.	Each Occurrence Policy Aggregate	9,000,000 9,000,000
A	General Liability	6992640	9/1/08 12:01 AM.	9/1/09 12:01 AM.	Each Occurrence Limit General Aggregate Limit Per Club Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Fire Damage to premises Rented to You (Any One Premises) Medical Expenses Limit (Any One Person)	1,000,000 3,000,000 1,000,000 1,000,000 1,000,000 1,000,000 5,000

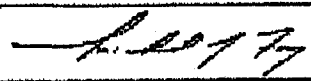
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS

Coverage applies to Boca Flag Football & Cheerleading League, Sanction # 09FGFTTX37 West Boca Flag and Tackle Football League from 08/15/2008 through 08/31/2009, for the direct negligence and/or liabilities of the AAU Club(s) or registered members.

The Certificateholder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and Limitations of the policy(ies), CG 20 26 11 85 applies.

Coverage applies to AAU registered Clubs while participation in AAU sanctioned events/practices. For coverage to apply all participants in an AAU sanctioned event must be current registered members of the AAU.

CANCELLATION - Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer 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 insurer, its agents or representatives.


Authorized Representative

DATE ISSUED: 09/15/2008
Event Code: 09FGFTTX37
Certificate No. 20090244
Sanctioned Event Third Party Certificate

4
inscom/ct/tpy 1/08

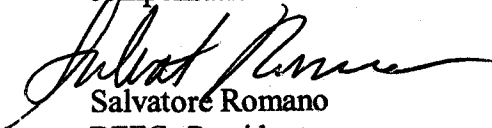


PO BOX 970271
Boca Raton, Fl 33497
561-361-9103

September 12, 2008

To Whom It May Concern:

The Boca Flag Football and Cheerleading league is not required to carry worker's compensation insurance according to the Florida State laws.


Salvatore Romano
BFFC- President