Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Janu	uary 13, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: <u>Parl</u>	ks and Recreation		
Submitted By: <u>Par</u>	ks and Recreation Depa	<u>artment</u>	
Submitted For: Par	ks and Recreation Dep	<u>artment</u>	
	I. EXEC	CUTIVE BRIEF	
Inc. for the period Jai	aff recommends motion nuary 13, 2009, through accer program expenses.	n to approve: Agreement April 1, 2009, in an amour	with Wellington Soccer Club, it not-to-exceed \$10,000 for
by the Wellington So participants, including of eligible project co	occer Club, Inc. The Ways the Wellington Wave transts incurred subsequen	/ellington Soccer Club havel team. The Agreement of to April 1, 2008. Fund	Soccer program sponsored is approximately 450 youth allows for the reimbursement ling is from the Recreation in District 6. <u>District 6</u> (AH)
mission is to provide socially through team providing youth teams	e opportunities for youth nwork. Wellington Soccess with practice locations,	to develop and excel ath er Club, Inc. operates out	or-profit organization whose letically, academically, and of Wellington Village Park, e, and athletic opportunities. Soccer Club.
from District 5 RAP for	unding will offset a portio	n of this cost. The Agreer	nately \$20,000. The \$10,000 ment has been executed on ed by the Board of County
Attachment: Agreer	ment		
Recommended by:	Department Direct	Solumo etor	12/17/08 Date
Approved by:	Assistant Country	Administrator	1/5/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary o	f Fiscal Impac	t:			
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	10,000 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	<u>10,000</u>	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curre Budget Account No.:	nt Budget? Yo Fund <u>3600</u> Object <u>8201</u>	Department_		<u>15</u>	
B. Recommended Source	ces of Funds/S	ummary of Fi	scal Impact:		
FUND: Park Improv UNIT: RAP/Transpo					
3600-583-R915-007	'-8201	\$10,000			
C. Departmental Fiscal	Review:	ckope	lakis		
	III. RE	EVIEW COMM	<u>ENTS</u>	•	
A. OFMB Fiscal and/or 0	Contract Devel	opment and C	Control Comme	nts:	
OFMB B. Legal Sufficiency:	1-29-88, n/12 May 10/24/0	s photos	This Contract co	mplies with our	1529/05 ol
Assistant County Attor	ley 150	9			
C. Other Department Re	eview:			,	
Department Director					

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP07-08\District 5\Wellington Wave Soccer Club\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND WELLINGTON SOCCER CLUB, INC. FOR WELLINGTON WAVE SOCCER PROGRAM 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 Wellington Soccer Club, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Wellington Soccer".

WITNESSETH:

WHEREAS, Wellington Soccer is a not-for-profit organization whose mission is to provide youth with opportunities to develop and excel athletically, academically, and socially through teamwork; and

WHEREAS, Wellington Soccer provides youth teams with practice locations, quality coaching, guidance, and opportunities; and

WHEREAS, Wellington Soccer operates out of Wellington Village Park and serves approximately four hundred fifty (450) youth, including the Wellington Wave Soccer travel team; and

WHEREAS, annual expenses for Wellington Soccer's Wellington Wave Soccer Program are approximately \$20,000 for Village Park usage fees, volunteer screening and fingerprinting fees, Florida Youth Soccer Association league fees, coaches education costs, and other miscellaneous expenses for the Wellington Wave Soccer Program; and

WHEREAS, Wellington Soccer has requested that County provide \$10,000 to assist with expenses for the Wellington Wave Soccer Program; and

WHEREAS, funding for Wellington Soccer's operational expenses for the Wellington Wave Soccer Program in an amount not-to-exceed \$10,000 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 \$10,000 to Wellington Soccer to help offset costs for equipment and expenses for the Wellington Wave Soccer Program for Village Park usage fees, volunteer screening and fingerprinting fees, Florida Youth Soccer

Association league fees, coaches education costs, and other miscellaneous expenses for the Wellington Wave Soccer Program as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

- 2. County will use its best efforts to provide said funds to Wellington Soccer 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 Wellington Soccer. Said information shall list each invoice paid by Wellington Soccer and shall include the vendor invoice number; invoice date; and the amount paid by Wellington Soccer along with the number and date of the respective check or proof of payment for said payment. Wellington Soccer shall attach a copy of each vendor invoice paid by Wellington Soccer 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, Wellington Soccer's Program Administrator and Project Financial Officer shall certify the total funds spent by Wellington Soccer on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Wellington Soccer and approved by Wellington Soccer as indicated.
- 3. Wellington Soccer incurred expenses for the Project beginning on April 1, 2008. Those costs incurred by Wellington Soccer for the Project, approved and submitted accordingly by Wellington Soccer subsequent to April 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 Wellington Soccer 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. Wellington Soccer warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Wellington Soccer 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. Wellington Soccer shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until April 1, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Wellington Soccer is in default of its obligations under this Agreement, the County shall provide Wellington Soccer thirty (30) days written notice to cure the default. In the event Wellington Soccer 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 Wellington Soccer for the Project deemed to be in default and Wellington Soccer shall return any County RAP funds already collected by Wellington Soccer 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. Wellington Soccer shall complete the Project by December 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2008, through December 31, 2008. Wellington Soccer shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before April 1, 2009. Upon written notification to County at least ninety (90) days prior to that date Wellington Soccer may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Wellington Soccer's request for said extension.
- 12. In the event Wellington Soccer 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 Wellington Soccer. The determination that Wellington Soccer has ceased or suspended the Project shall be made by County and Wellington Soccer agrees to be bound by County's determination.

- 13. Wellington Soccer 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 Wellington Soccer. 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 Wellington Soccer 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, Wellington Soccer 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 Wellington Soccer, 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 Wellington Soccer is eligible to receive reimbursement from the County.

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

Commercial General Liability. Wellington Soccer 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. Wellington Soccer shall provide this coverage on a primary basis.

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

Additional Insured. Wellington Soccer 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." Wellington Soccer shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Wellington Soccer 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 Wellington Soccer 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 Wellington Soccer enter into such an agreement on a pre-loss basis.

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

President Wellington Soccer Club, Inc. P.O. Box 211855 Royal Palm Beach, FL 33421

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:
WITNESSES: Susan W Virgin Derawica Limett	WELLINGTON SOCCER CLUB, INC. FEI Number: 65-0503804 By: Samuel Falzone Name (Type or Print) President Title Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By:

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

Name of Agency: Wellington Soccer Club, Inc.

Mailing Address: P.O. Box 211855, Royal Palm Beach, FL 33421

Federal Employer Identification Number: 65-0503804

Name of President: Samuel Falzone

Name of Executive Director: **Project Liaison Information:**

Name: Christina Browner Telephone #: 561-889-2996

e-mail: sportsmom 4mj @ bellsouth. net

Purpose/Mission of Agency: To provide youths with opportunities to develop + excel athletically, academically + socially through teamwork.

PROJECT INFORMATION

- Name of Project: Wellington Wave Soccer Program ExpensesProject 1.
 - General (Project Scope): To provide youth teams with practice locations, quality coaching, quidance & opportunities.
 - Public Purpose: Youth travel program.
 - Location and Date: Wellington Village Park, 11700 Pierson Road, Wellington, FL 33414. 4/2008 10/2008

 Anticipated Number of Participants/Users:

450 + 40wths

Project Elements: List anticipated broad categories of Expenditure Items 2. such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do

not include expenditure line item budget/amounts.
Village Park usage fees, volunteer screening/fingerprinting fees, FYSA league fees, coaches education costs

- Estimated Lump Sum Total for Project: \$ 20,000 3.
- 4. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed to 12/31/08 and all invoices paid).

4/1/2008 /sy 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. <u>Do not submit reimbursement documentation</u> 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.

Required Attachment: Certificate of Insurance ATTACHED

Amount of Recreation Assistance Program Funding awarded

\$10,000 District 5 (filled in by County)

Transfer from District 5 Gas Tax

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



Grantee: _

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Project Name:

Submission #:			Reimbursement Period:					
ltem		<u>Key</u>	Project Costs This Submission	Cumulat Project Co				
Contractual Serv	ces	(C)						
Salary & Wages	(% of salaries)	(S)						
Materials, Suppli	es, Direct Purchases	(M)	· · · · · · · · · · · · · · · · · · ·					
Equipment		(E)						
Travel		(T)			and the second s			
Indirect Costs		(I) .		***	,			
	TOTAL PROJECT COSTS	;						
	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct P	Purchases						
Key Legend	E = Equipment T = Travel I = Indirect Costs							
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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

<u></u>	***************************************			Date				
Grantee:				Projec	t Name:		• •	
Submittal #:				Contra	act Reimbursem	ent Period:		
			Variable su					
Payee (Vendor/Contractor)	Key	Check or Number	Date Date	Number	Date Date	Amount	•	Expense Description
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Administrator		Date		·	·			- Duta-
Auminstrator		Dale		•			- 1	Date



Wellington Soccer Club, Inc.

A 501(c)(3)Non-Profit Organization
P. O. Box 211855, Royal Palm Beach, FL 33421-1855
Phone: (561) 333-7129

October 8, 2008

Dennis L. Eshleman, Director Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, Florida 33461

RE: Palm Beach County Recreation Assistance Program – District 5 Funding for Wellington Soccer Club

Dear Mr. Eshleman,

Wellington Soccer Club, Inc. is a not-for-profit corporation with no employees and is therefore not required to maintain worker's compensation insurance in accordance with Florida Statute Chapter 440. Our organization is maintained using volunteers and non-construction independent contractors.

If you have any questions, please contact Christina Browner, Wellington Soccer Club Treasurer, at 561-889-2996.

Sincerely

Samuel Falzone

President

Wellington Soccer Club, Inc.

	4 <i>C</i> (OR	D CERTIFIC	ATE OF LIABILIT	Y INSUF	RANCE				(MM/DD/YYYY) 3/2008
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INSU	JRED				INSURER A: Mar	kel Insura	nce Co			
Fl	orio	la Y	outh Soccer Assn	Inc.	INSURER B:					
					INSURER C:			ļ		
, –			Ellenor Drive		INSURER D:			ļ		
	lanc		FL 32	809	INSURER E:		·			
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		х	COMMERCIAL GENERAL LIABILITY		·		DAMAGE TO RENTED PREMISES (Ea occurren	ce) \$		300,000
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		X.	Incl Participants				PERSONAL & ADV INJU	RY \$		1,000,000
		ऱ		1			GENERAL AGGREGATE	\$		5,000,000
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			HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Per accident)	\$		
		GAR/	AGE LIABILITY				AUTO ONLY - EA ACCID	ENT \$		
			ANY AUTO		·		OTHER THAN _EA	ACC \$		
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	SPEC		OVISIONS below				E.L. DISEASE - POLICY	LIMIT \$		·
	01112			·						:
DES	RIPTIC	N OF	OPERATIONS/I OCATIONSA/SUICI	ES/EXCLUSIONS ADDED BY ENDORSEMENT	RECIAL DECLISION	NS.				
All san	ope ctio	rati ned	ons of the Florida Yo and supervised activi	uth Soccer Assn, its teams ties of FYSA. Certificate ! SOCCER CLUB, INC. Fax:	, leagues & c holder is nam	lubs. Coverag med as Additio	onal Insured. Th	nis ce		
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			6th Avenue South				HE CERTIFICATE HOLDS			
	L	ake	Worth, FL 33461		1		O OBLIGATION OR LIAB TATIVES	IMIT UF	ANT I	THE OFON THE
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					John zSpiotta	CIC/PJT	-			

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