

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 16, 2009

Consent

Regular

Ordinance

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 Fun Time Racing, Inc. for the period June 16, 2009, through August 31, 2009, in an amount not-to-exceed \$2,000 for the purchase of uniforms and equipment.

Summary: This funding is to assist with the cost of uniforms and equipment for participants in the Fun Time Racing, Inc.'s BMX program. Approximately 30 children and youth take part in this athletic program. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to December 1, 2008. Funding is from Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

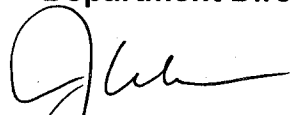
Background and Justification: Fun Time Racing, Inc. is a not-for-profit organization whose mission is to provide a drug-free BMX program with an emphasis on good grades and school attendance, keeping children off the street, and involving children in an organized sport that provides a family-oriented atmosphere. Fun Time Racing provides an opportunity for participants to be involved in an organized sport and to experience competition. Activities are based at the Okeeheelee Park BMX track.

The cost of uniforms and equipment is \$2,281. The \$2,000 from District 6 RAP funding will help offset these costs. The Agreement has been executed on behalf of Fun Time Racing, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

5/20/09
Date

Approved by: 
Assistant County Administrator

6/5/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>2,000</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>2,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

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

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/District 6

Contributions-Non-Govts Agnces 3600-583-R906-193-8201 \$2,000

C. Departmental Fiscal Review: _____ ckopelakis _____

III. REVIEW COMMENTS

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

Mel Sll 6/2/09
 OFMB 5/28/09 5/28/09 5/20/09

Dr. J. Jacobson 6/3/09
 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgent 6/15/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND FUN TIME RACING, 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 Fun Time Racing, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Fun Time Racing".

WITNESSETH:

WHEREAS, Fun Time Racing is a not-for-profit organization which is a drug-free BMX corporation with an emphasis on good grades and school attendance, keeping children off the street, and involving children in an organized sport that provides a family oriented atmosphere; and

WHEREAS, Fun Time Racing's provides an opportunity for participants to be involved in an organized sport and experience competition; and

WHEREAS, approximately twenty five (25) through thirty (30) youth participate in Fun Time Racings' Programs, which are based at the Okeehetee Park BMX track; and

WHEREAS, the cost of uniforms and equipment for Fun Time Racing is approximately \$2,281; and

WHEREAS, Fun Time Racing has requested that County provide \$2,000 to help offset expenses for the cost of uniforms and equipment; and

WHEREAS, funding for the Programs in an amount not-to-exceed \$2,000 for the purchase of uniforms, equipment, and other miscellaneous expenses relating to the Programs is available from the Recreation Assistance Program (RAP) District 6; and

WHEREAS, athletic programs for youth 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 \$2,000 to Fun Time Racing for its BMX programs for the purchase of uniforms, equipment, and other miscellaneous

expenses relating 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 Fun Time Racing 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 Fun Time Racing. Said information shall list each invoice paid by Fun Time Racing and shall include the vendor invoice number; invoice date; and the amount paid by Fun Time Racing along with the number and date of the respective check or proof of payment for said payment. Fun Time Racing shall attach a copy of each vendor invoice paid by Fun Time Racing 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, Fun Time Racing's Program Administrator and Project Financial Officer shall certify the total funds spent by Fun Time Racing on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Fun Time Racing and approved by Fun Time Racing as indicated.

3. Fun Time Racing incurred expenses for the Project beginning on December 1, 2008. Those costs incurred by Fun Time Racing for the Project, approved and submitted accordingly by Fun Time Racing subsequent to December 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 Fun Time Racing 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. Fun Time Racing warrants that it is an active not-for-profit corporation, duly

chartered and registered with the Florida Department of State, Division of Corporations.

6. Fun Time Racing 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, sexual orientation, gender identity, or expression.

7. Fun Time Racing shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until August 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Fun Time Racing is in default of its obligations under this Agreement, the County shall provide Fun Time Racing thirty (30) days written notice to cure the default. In the event Fun Time Racing 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 Fun Time Racing for the Project deemed to be in default and Fun Time Racing shall return any County RAP funds already collected by Fun Time Racing 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. Fun Time Racing shall complete the Project by May 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 1, 2008, through May 31, 2009. Fun Time Racing shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Fun Time Racing may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Fun Time Racing's request for said extension.

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

13. Fun Time Racing 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 Fun Time Racing. 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 Fun Time Racing 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, Fun Time Racing 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 Fun Time Racing, 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 Fun Time Racing is eligible to receive reimbursement from the County.

16. Upon request by County, Fun Time Racing shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

17. Fun Time Racing 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 Fun Time Racing, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Fun Time Racing 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Fun Time Racing 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.

21. 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.

22. 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 Fun Time Racing:

President, Fun Time Racing, Inc.
14843 April Drive
Loxahatchee, FL 33470

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 John F. Koons, Chairman

WITNESSES:

FUN TIME RACING, INC.
EIN Number: 26-0656407

[Handwritten signature]

[Handwritten signature]

By: Robyn Brow
Name (Type or Print)
Title: President
By: *[Handwritten Signature]*
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: Fun Time Racing, Inc.
Mailing Address: 14843 April Drive, Loxahatchee, FL 33470

Federal Employer Identification Number: 260656407

Name of President: Robyn Brow
Name of Executive Director:

Project/Project Liaison Information:

Name: Robyn Brow
Telephone #: 561-333-5231
Fax #: 561-784-4691
e-mail: funtimeracing@comcast.net

Purpose/Mission of Agency:

We are a drug free Non-Profit BMX Corporation with an emphasis on good grades school attendance. We strive to keep our children off the street and involved in an organized sport that provides a family-orientated atmosphere.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Purchase of Uniforms and Equipment
2. Project/ Program Description
 - General (Project Scope): Buying uniforms-jerseys
 - Public Purpose: providing an opportunity to children to participate in an organized sport.
 - Location: Okeechobee BMX track
 - Anticipated Number of Participants/Users: 25-30
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.
equipment - jerseys
4. Estimated Lump Sum Total for Project/Program \$ 2,280.74
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
12-1-2008 to ~~8-1-2009~~
month/day/year month/day/year 5/31/2009

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

6. Required Attachments: Certificate of Insurance: n/a

Amount of Recreation Assistance Program Funding awarded \$ 2,000
District 6
(filled in by County)

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date



Key Legend
 C = Contractual Services
 S = Salary & Wages
 M = Materials, Supplies, Direct Purchases
 E = Equipment
 T = Travel
 I = Indirect Costs

**PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

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