

## MEMORANDUM

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September 24, 2014

**TO:** Kenneth Fields, City Manager

**FROM:** Teresa Allen, Public/Support Services Administrator

**SUBJECT:** Renewal of agreement Lake Wales Little League, Inc.

**SYNOPSIS:** The approval allows the Lake Wales Little League, Inc. to mow and maintain the Little League fields (Barnes & Barranco) and Legion Field perimeter from October 1, 2014 through September 30, 2015.

### RECOMMENDATION

Staff recommends that the City Commission take the following action:

1. Approve the agreement with Lake Wales Little League, Inc. for the mowing and maintenance of the Little League fields (Barnes & Barranco) and Legion Field perimeter for the period October 1, 2014 through September 30, 2015 for an annual compensation of \$60,000.00.
2. Authorize the City Manager to execute the agreement.

### BACKGROUND

The City of Lake Wales renewed its agreement with Lake Wales Little League, Inc. to mow and maintain the Little League fields (Barnes & Barranco) and the area between the fence and the edge of the surrounding roadway (Legion Field perimeter) and the maintenance of softball fields 1 & 2 at the Northwest Complex (Frasier Field). This current agreement will be for the period October 1, 2014 through September 30, 2014. This agreement may be renewed for four (4) additional twelve (12) month periods upon the mutual agreement of both parties. This renewal will constitute renewal number four (4) and removes the maintenance of softball fields 1 & 2 at the Northwest Complex (Frasier Field). All other terms and conditions of the agreement remain unchanged.

The league shall implement Section 18-137 of the Lake Wales Code of Ordinances governing league use of city-owned fields (attached).

### OTHER OPTIONS

Do not approve the agreement request.

### FISCAL IMPACT

The \$60,000.00 funding is included in the FY14'15 budget.

### ATTACHMENTS

Lake Wales Little League, Inc. Agreement  
Exhibit A: League use of fields

**RENEWAL #4  
AGREEMENT BETWEEN CITY OF LAKE WALES  
AND LAKE WALES LITTLE LEAGUE, INC.**

The **City of Lake Wales**, a municipal corporation (hereinafter referred to as the “**City**”), P.O. Box 1320, Lake Wales, Florida 33859-1320 and the **Lake Wales Little League, Inc.** (hereinafter referred to as the “**Contractor**”) entered into an Agreement for mowing and maintenance of all City property within the confines of the athletic complex located on Lake Shore Blvd. between North Wales Drive, Springer Drive, and Seventh Street, said maintenance to begin at the edge of the pave surface of the aforementioned roadways. The Agreement may be renewed for four 12-month periods upon the mutual agreement of the parties.

With the approval of the City Commission on October 7, 2014 the Agreement between the City of Lake Wales and the Lake Wales Little League, Inc. is hereby renewed for the period beginning on October 1, 2014 and expiring on September 30, 2015.

**ARTICLE III) COMPENSATION.** The **Contractor** shall receive and accept as full compensation for performance of work in accordance with this Agreement an annual sum of \$60,000 to be remitted in twelve equal monthly installments. The **City** shall pay the **Contractor** on or before the 15<sup>th</sup> of each month.

CONTRACTOR  
LAKE WALES LITTLE LEAGUE, INC.

CITY OF LAKE WALES

By: \_\_\_\_\_  
Michelle Maggard  
President  
Lake Wales Little League, Inc.

By: \_\_\_\_\_  
Kenneth Fields  
City Manager

ATTEST:

By: \_\_\_\_\_  
Clara VanBlargan  
City Clerk

## **EXHIBIT "A"**

### **Chapter 18, Article V. Parks, Recreation and Other Community Facilities**

#### **Sec. 18-137. League use.**

(a) General usage requirements.

- (1) Leagues shall sign a facility usage agreement on a form provided by the City incorporating the provisions of this section. Said agreement shall be valid for a single season, and a new agreement shall be executed before the start of each season.
- (2) The league shall provide a league representative and alternate representative to act as a liaison with the city. Designated representatives shall serve for a full season.
- (3) The league will submit a typed list with the names, addresses, and phone numbers of all board members before the start of the current season.
- (4) During the term of the facility usage agreement, the league, at its own expense, shall keep in force comprehensive liability insurance from an insurance company licensed in the State of Florida and acceptable to the city. Insurance shall be provided with a minimum limit of one million dollars (\$1,000,000.00) per occurrence combined single limit to include: Premises operations, independent contractors, products, completed operations, broad form contractual, and personal injury. A certificate of insurance, naming the City of Lake Wales as an additional insured, along with an endorsement, shall be submitted to the city for approval no later than fifteen (15) calendar days prior to the initial use covered in the facility usage agreement. A 30-day written notice of cancellation is required.
- (5) A board member representing the league shall be present at all league activities on city facilities. The representative shall maintain control of coaches, referees, participants, spectators, lights and cleanliness of facility.
- (6) The league shall provide all staff and equipment essential to the proper operation of the program.

(b) Maintenance and repair of facilities.

- (1) The City is responsible for the general maintenance of all electrical, plumbing, potable water and structural related repairs at each facility. The league shall not be authorized to perform any repairs without the express permission of the city.
- (2) Damaged city property or city property in need of repair shall be immediately reported to the city.

- (3) The league shall be responsible for the maintenance inspection of field safety prior to use by any individual participant or coach. Responsibilities include, but are not limited to:
  - A. Maintenance and operation of scoreboards.
  - B. Placing of debris in proper containers after each event.
  - C. Keeping restrooms free of litter.
- (4) Any and all authorized improvements made to the buildings or property become the property of the City of Lake Wales.

(c) Concessions.

- (1) The league shall obtain certification as required by the department of health and rehabilitative services for the operation of the concession stand. All certificates shall be posted in a conspicuous location in the concession building. A copy of certificates shall be forwarded to the city for file purposes.
- (2) The league will provide and assure certification of a concessions manager to monitor food preparation, protection and health practices. A copy of the certificate shall be forwarded to the city for file purposes.
- (3) The city shall inspect and approve all electrical appliances used by the league for electrical safety. Appliances discovered to be substandard or found to be violating standards or codes shall be removed to reduce liability. Repaired appliances may be used upon inspection and approval of the city.
- (4) The league shall be responsible for the overall cleaning and operation of concession stands.

(Ord. No. 2007-46, § 1, 9-18-07)

## AGREEMENT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of May, 2009 by and between the **City of Lake Wales**, a Florida Municipal Corporation (hereinafter referred to as the "**City**"), P.O. Box 1320, Lake Wales, Florida, 33859-1320 and the **Lake Wales Little League, Inc.** (hereinafter referred to as the "**Contractor**").

**WITNESS** That the **City** and the **Contractor** in consideration of the mutual covenants hereinafter set forth; do mutually agree as follows:

**ARTICLE I) SCOPE OF WORK.** The **Contractor** agrees to mow and maintain all City property within the confines of the athletic complex located on Lake Shore Blvd between North Wales Drive, Springer Drive, and Seventh Street. Maintenance of said athletic complex will begin at the edge of the paved surface of the aforementioned roadways.

The **Contractor** agrees to maintain the fields in such a manner as to provide a superior playing surface for all types of sports activities that may occur on these fields. The **Contractor** agrees to mow, trim, irrigate, fertilize, apply weed killer and herbicide, and to perform all other activities related to keeping the fields in good condition. The **Contractor** agrees to maintain and operate the irrigation system as needed. The **Contractor** agrees that it is responsible for supplying fuel, fertilizer, weed killer, and any other chemical or substance needed for maintenance of the area.

**ARTICLE II) TERM OF AGREEMENT.** The Agreement shall be retroactively effective on October 1, 2008 and expire on September 30, 2009. The Agreement may be renewed for four (4) additional twelve (12) month periods, up to a maximum of sixty months (60) upon mutual agreement of both parties. If any such renewal results in any change to this Agreement, such change shall be written as an addendum to this contract, and both parties shall execute such addendum. Renewal of the Agreement shall be subject to appropriation of funds by the City of Lake Wales. Notice of the intent to negotiate a change in compensation must be delivered to the City Manager no later than May 31 of any year.

**ARTICLE III) COMPENSATION.** The **Contractor** shall receive and accept as full compensation for performance of work in accordance with this Agreement an annual sum of \$60,000 to be remitted in twelve equal monthly installments. The **City** shall pay the **Contractor** on or before the 15<sup>th</sup> of each month.

The parties hereto agree that the services to be rendered pursuant to this Agreement are not intended to be a profit-generating vehicle for the **Contractor**, and that payments made by the **City** are intended to reimburse costs incurred by the **Contractor** in the performance of this Agreement.

**ARTICLE IV) EXCESSIVE USE OF ELECTRICITY.** The **Contractor** agrees to implement measures to eliminate unnecessary or excessive use of field lighting. The **City** has calculated the kilowatt usage for the period October 1, 2007 through September 30, 2008 (Exhibit "A"). This usage less a 10% reduction for electricity conservation equals 156,000 kilowatts and will constitute usage that the **City** will fund for the **Contractor**. Charges for usage by the **Contractor** in excess of 156,000 kilowatts during any 12-month period will be reimbursed to the **City** through a deduction from the final month's payment to the **Contractor**. Reimbursement that exceeds the final month's payment to the **Contractor** will be deducted from the following year's compensation. Copies of electric bills will be provided to the **Contractor** on a monthly basis for tracking purposes.

**ARTICLE V) ASSIGNMENT.** The **Contractor** shall not pledge or assign any monies due hereunder and shall not assign this Agreement or any portion of the duties set forth without prior written consent of the **City**.

**ARTICLE VI) WORK RESPONSIBILITY.** The **Contractor** shall properly safeguard against any or all damage or injury (including death) to the public and to its employees and shall be solely responsible for any damage or injury (including death) from its undertaking of the work to any person or persons or thing. The **Contractor** shall solely and without qualification be responsible for all methods and results, for use of equipment and personnel, for the safety of its employees and other persons, for the protection of public and private property, and for compliance with all local, State, and Federal laws and regulations in performance of work under this Agreement. The **City** shall not have any right to hire or fire, nor any power of supervision or direction over the work methods, nor use of equipment or personnel, nor for or over the safety of the **Contractor's** employees or other persons, nor for or over the protection of public or private property, nor for the **Contractor's** compliance with local, State or Federal laws and regulations in performance of work under this Agreement, for these are solely the responsibility of the **Contractor**.

**ARTICLE VII) INDEMNIFICATION.** The **Contractor** shall indemnify and save harmless the **City** and all its officers, agents and employees, from all suits or actions at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter related to this Agreement, including, among other things, injury to property and injury to and death of any persons, including employees of the **Contractor** or any Subcontractor, and shall, if required by the **City**, produce evidence of settlement of any such suit or action before final payment shall be made by the **City**. The provisions of this indemnification agreement shall include all accidents, injuries, and claims made, whether or not caused in whole or in part, by any act, omission, or negligence of the **Contractor** or any Subcontractor, its officers, agents, or employees. The **Contractor** shall at its own expense defend any such claim, action, or proceeding, groundless or not, which may be commenced against the **City** by reason thereof or in connection therewith, and the **Contractor** shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit and defray any and all judgments which may be recovered in any such action, claim, proceeding or suit and

defray any and all expense including court costs and attorney fees, which may be incurred in or by reason of such action, claim, proceeding, or suit.

**ARTICLE VIII) COMPLIANCE WITH CITY PURCHASING ORDINANCE.** The **Contractor** is not authorized to obligate the **City** for the purchase of equipment or other items necessary for the performance of this contract unless prior authorization has been granted in writing by the City Manager. If such prior written authorization has been granted, the following purchasing procedures must be followed for the purchase of any item, including equipment:

- (a) *Authorization.* Regardless of the cost of the purchase, the City Manager or his designee must authorize all purchases before the purchase is made. Authorized designees are the Assistant City Manager and the Purchasing Agent. The City Commission must authorize all purchases which cost \$10,000.00 or more.
- (b) *Competitive bidding.*
  - 1) Informal competitive bidding will be required for the purchase of any item when the cost exceeds \$500 but does not exceed \$24,599.
  - 2) Competitive sealed bidding will be required when the cost of the item is \$25,000 or more.
  - 3) In order to ensure compliance with state laws governing the expenditure of public funds, the **Contractor** shall provide specifications for the item to be purchased to the **City's** purchasing agent who shall prepare the invitation to bid and perform all other tasks required by the bid process
- (c) *Award of bid.* Purchase awards shall be made to the qualified bidder with the lowest responsive bid. When all other factors are equal, bids shall be awarded to a local purchasing source.
- (d) *Documentation.* All purchases must be documented and authorized on standard forms or vouchers provided by the **City's** finance department. The issuance of a purchase order will be required prior to any purchase regardless of the cost of the purchase.
- (e) *Payment by City for purchase by Contractor.* Any purchase made by the **Contractor** which does not comply with the **City's** purchasing ordinance shall be paid for by the **Contractor**.
- (f) *Applicability.* The requirements of this article apply if the **Contractor** is purchasing equipment or any other item that will be paid for by the **City** either by reimbursement to the **Contractor** or by direct payment to a vendor.

# EXHIBIT "A"

## LITTLE LEAGUE ELECTRICITY BILLS 10/1/07 thru 9/30/08 -- KILOWATT HOURS

Location	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	AVERAGE
1 Sr Field Complex	4,301	3,302	5,713	900	4,689	10,324	7,144	6,973	5,635	3,494	12,676	5,179	5,860.83
2 Barranco Field	1,500	960	840	540	1,080	3,000	2,160	2,040	1,860	660	1,860	1,120	1,468.33
3 Batting Cages	205	212	693	264	1,081	2,202	1,422	1,346	963	381	175	145	757.42
4 Softball Complex	4,588	3,498	3,818	2,852	4,218	5,705	5,933	6,338	6,363	4,120	4,264	3,669	4,613.83
5 LL Concession	2,336	1,905	1,061	639	1,408	841	1,861	3,062	2,214	2,187	1,224	1,483	1,685.08
<b>TOTAL</b>	<b>12,930</b>	<b>9,877</b>	<b>12,125</b>	<b>5,195</b>	<b>12,476</b>	<b>22,072</b>	<b>18,520</b>	<b>19,759</b>	<b>17,035</b>	<b>10,842</b>	<b>20,199</b>	<b>11,596</b>	<b>14,385.50</b>

12,930.00

14,385.50 monthly avg  
 -1,438.55 10%  
 12,946.95 adj monthly avg  
 x 12  
 155,363 annual avg

