

**RESOLUTION NO. 47-12-13**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BJSF, INC. d/b/a TOMMY HUTTON BASEBALL ACADEMY (THBA) TO USE THE 7<sup>TH</sup> STREET BALL FIELDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, The Town owns and maintains a recreational park known as the 7<sup>th</sup> Street Ball Fields (the Park); and

**WHEREAS**, THBA conducts baseball camps and training programs for youths and would like to enter into an agreement with the Town to utilize the Park to host various athletic training programs, camps, and events 7 days a week as outlined below; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that entering into the Agreement with FBC is in the best interests of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the Agreement with THBA which is attached hereto and incorporated herein as **Exhibit "A"**.

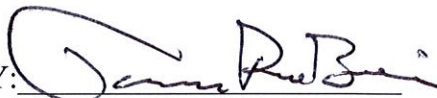
**Section 3.** This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Rapoza and upon being put to a roll call vote, the vote was as follows:

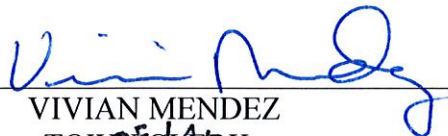

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	___
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 47-12-13 duly passed and adopted this 4 day of December, 2013.

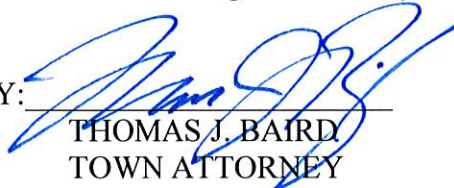
TOWN OF LAKE PARK, FLORIDA

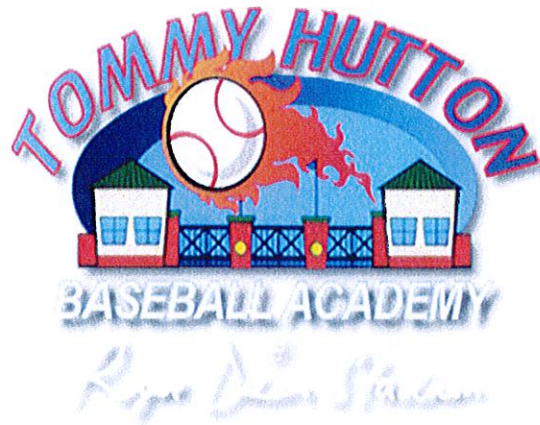
BY:   
JAMES DUBOIS  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK  
  
TOWN OF LAKE PARK  
SEAL  
(TOWN SEAL)  
FLORIDA

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



10/11/2013

Partnership Summary:  
Town of Lake Park  
Tommy Hutton Baseball Academy  
**RE: 7<sup>th</sup> Street Ball Fields**

Tommy Hutton Baseball/Heat Travel Baseball would:

- Make an initial capital investment as needed to beautify park and renovate playing fields (see attached).
- Will supply comprehensive general liability insurance holding the Town harmless in the event of accidents or injury.
- Assume responsibility of maintaining park on a monthly basis.
- Pay the monthly utility bill for expenses incurred during events.
- Host athletic contests and events that will attract visitors to the Town.
- Alert local businesses of events and allow them to advertise to patrons.
- Assume responsibility of promoting the facility to potential third parties looking to rent the facility.
- Build a website that highlights the parks' strengths and available rental opportunities.
- Using the Town as a liaison, will work closely with law enforcement to improve the park's security.
- Attempt to build and operate leagues and instructional clinics for local youth by partnering with non-profits and sponsors (RBI, Boys & Girls Club, etc.).
- Submit a quarterly report to the Town summarizing all activity and the upcoming quarter's schedule.
- Yield to the Town in the event a Town sponsored event is scheduled at the facility.

The Town of Lake Park would:

- Grant Tommy Hutton Baseball permission to utilize 7<sup>th</sup> Street Ball fields to host various athletic competitions and events at their discretion, 7 days a week.
- Grant Tommy Hutton Baseball authority to manage the facility's "master schedule" and issue permits to qualified third parties interested in renting the fields.
- Grant permission to hang signage and banners promoting upcoming events.
- Assist in promoting upcoming events by sharing mailing lists and allowing the THBA to cross-promote via the Town's website and news publications.
- Consider a long-term agreement.



## About Reviving Baseball in Inner Cities (RBI)

- Reviving Baseball in Inner Cities (RBI) is a youth outreach program designed to:
  - 1) Increase participation and interest in baseball and softball
  - 2) Encourage academic participation and achievement
  - 3) Increase number of talented athletes prepared to play in college and minor leagues
  - 4) Promote greater inclusion of minorities into the mainstream of the game
  - 5) Teach the value of teamwork
- The Cal Ripken, Sr. Foundation, New Balance, Majestic, Outdoor Cap, Wilson, Louisville Slugger, and Rawlings are supporters of the RBI program.
- RBI programs have been started in more than 200 cities worldwide, and annually provide more than 200,000 boys and girls the opportunity to play baseball and softball. The Jr. RBI playing divisions for baseball and softball players ages 5-12, has more than 90,000 younger boys & girls participating in the RBI program.
- Typical RBI leagues operate from May to August and provide three divisions of local league play for older participants: Junior Boys (13 – 15 year olds), Senior Boys (16 – 18 year olds) and Softball (18-and-under). Tournament play for these divisions typically begins in late July with Regional qualifying tournaments for advancement to the RBI World Series in early August.
- MLB and its Clubs have designated more than \$30 million worth of resources to the RBI program and all 30 Major League Baseball Clubs have supported RBI programs.
- Since the inception of the RBI program in 1989, MLB Clubs have drafted more than 180 RBI participants, including 14 players selected overall in 2012.
- RBI alumni on MLB rosters during the 2013 season include: Carl Crawford (Dodgers), Covelli “Coco” Crisp (Athletics), James Loney (Rays), Jimmy Rollins (Phillies), CC Sabathia (Yankees), Yovani Gallardo (Brewers), Justin Upton (Diamondbacks), and James McDonald (Pirates).
- The RBI program features educational and life skills components. Local RBI programs have the opportunity to conduct a variety of courses, including:
  - *Breaking Barriers: In Sports, in Life*, a multicultural character education program developed by Major League Baseball
  - BGCA’s **SportSMART!** program, a condensed version of BGCA’s award-winning SMART Moves program designed to assist young people in learning how to resist alcohol, tobacco, drugs, and premature sexual activity
  - Partnership at Drugfree.org programming such as *Time to Talk*, *Play Healthy*, and *Not in my House*, character education programs aimed at preventing and handling drug and alcohol abuse
  - Taylor Hooton Foundation’ *Hoot’s Chalk Talk* raises awareness and provides education on the subject of the use of APEDs



10-4-2013

Brian Justine  
Tommy Hutton Baseball Academy

Dear Brian,

Thank you for your recent inquiry to Major League Baseball regarding the *Reviving Baseball in Inner Cities Program (RBI)*.

The goal of the RBI Program is to provide a program for underserved youth that uses baseball and softball as a vehicle to teach life lessons that develop "Major League Citizens."

Thanks to support from our other partners and donors, the RBI program has developed a comprehensive package of support for affiliated leagues. Assistance may be provided in the areas of:

- Equipment and uniform acquisition
- Capital improvement projects
- Training and education clinics and resources
- Volunteer & player recruitment and retention

To determine the type of assistance the RBI program may be able to provide your group with (should you choose to affiliate with us), we need to learn more about your organization. Please submit correspondence to this office that includes the following if applicable:

- A brief summary detailing the history of your league
- An estimate on the number of children your program serviced last year and will serve for the upcoming season (baseball & softball)
- Information detailing who your program is currently affiliated with (ex: Little League, Park & Recreation, Boys & Girls Club, independent, etc.)
- Detail the operational concerns you have with your program. (ex: field space/condition, equipment, lack of volunteers, player retention, etc.)
- A copy of your 501(c)3 tax exemption letter
- A brief description of the socio-economic climate of the community your program serves
- A listing of the names and positions on your Board of Directors or program leadership

I encourage you to review these items with your Board of Directors and membership prior to submitting the response back to us. I will also be reaching out to any local contacts we may have in your area for any insights they may have on the best way to assist your league.

Major League Baseball, 245 Park Avenue, New York, NY 10167



Your best friend.

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Thank you for your interest in affiliating with the RBI program, and I look forward to hearing back from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'David L. James'.

David L. James  
Director of the RBI Program  
Major League Baseball

**AGREEMENT FOR THE USE OF BERT BOSTROM PARK**

**THIS AGREEMENT FOR THE USE OF THE TOWN'S BERT BOSTROM PARK** (Agreement) is entered into this 18 day of December, 2013, between BJSF, INC. d/b/a TOMMY HUTTON BASEBALL ACADEMY (hereinafter "THBA"), a Florida For Profit Corporation and the TOWN OF LAKE PARK (hereinafter "Town"), a Municipal Corporation of the State of Florida

**RECITALS**

**WHEREAS**, the Town has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, The Town owns and maintains a recreational park known as the Bert Bostrom Park (the Park); and

**WHEREAS**, THBA conducts baseball camps and training programs for youths and would like to enter into an agreement with the Town to utilize the Park to host various athletic training programs, camps, and events 7 days a week as outlined below; and

**WHEREAS**, the Town is agreeable to permitting THBA's use of the Park based on the terms mutually agreed to herein.

**NOW, THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:**

1. **RECITALS.**

The above recitals are true and correct and are hereby incorporated herein.

2. **TERM**

The initial term of this Agreement for the use of the Park shall be three years, with an option to THBA to renew the use of the Park for two successive one year terms.

3. **USES BY AND RESPONSIBILITIES OF THBA.**

In consideration for the use of the Park, THBA agrees that:

3.1. THBA shall make an initial capital investment to beautify the Park and renovate the playing fields, as referenced in the attached Beautification and Renovation Summary, a copy of which is attached hereto and incorporated herein.

3.2. THBA shall host athletic contests and events aimed at attracting visitors to the Town. Athletic contests and events to be hosted shall include, but are not necessarily limited to baseball camps, leagues, and tournaments; softball camps,

leagues, and tournaments; sports camps, limited adult recreation activities (kickball, flag football, and soccer), lacrosse camps and sports related charitable programs.

3.3. THBA shall be responsible for notifying and alerting local businesses of contests and events and allow them to advertise to patrons. THBA shall deliver flyers alerting local merchants of their presence in the community and detailing advertising opportunities that may be available. For example, advertising opportunities for local businesses might include fence signage, electronic emails to subscribers, uniform sponsorships, patron hand-outs and web directory listings.

3.4. THBA shall assume responsibility of promoting the facility to potential third parties looking to sub-lease the Park, subject to the approval of the Town. Activities pursuant to a sub-lease shall be limited to competitive baseball and softball clubs, professional instructors, independent sports camps and leagues.

3.4.1 In exchange for any such sub-lease, THBA agrees to the following revenue sharing plan with the Town:

- a. THBA will provide the Town with a detailed cost estimate and then proof of payment for all capital improvements made to the Park as outlined in the Beautification & Renovation Summary identified in Section 3.1 above.
- b. THBA will not be required to share any sub-lease revenue with the Town until THBA has recouped the initial capital investment identified in 3.4.1 (a) above.
- c. Once the initial capital investment is recouped, the revenue sharing formula from sub-lease revenue will be:
  - a. 30% of the revenue for the first 12 months after the initial capital investment is recouped.
  - b. 40% of the revenue for the second 12 months thereafter.
  - c. 50% of the revenue for the balance of the term of this Agreement.

3.4.2 Accounting Procedures. THBA shall report sub-lease revenue in the following manner:

- a. THBA will maintain complete and adequate accounting records supporting all charges, fees, expenses and costs associated with sub-lease revenue.
- b. THBA will implement appropriate accounting controls consistent with standard business practices.



c. All transactions associated with a sub-lease of the facilities shall be accounted for as follows:

1. THBA shall maintain and submit to the Town of Lake Park a monthly sub-lease revenue report which shows:

- a) Who sub-leased the facility.
- b) What activity did the sub-lease cover.
- c) How much the sub-lesor paid for use of the facility.

3.5 THBA shall build a website highlighting the park's strengths and available rental opportunities. The website shall be used to assist in marketing the Park and those events scheduled at the Park. In addition, THBA's website shall serve as a portal to accept reservations and appointments.

3.6 THBA shall attempt to build and operate leagues and instructional clinics for local youth by partnering with non-profit organizations and sponsors, such as Reviving Baseball in Inner Cities (RBI), Boys & Girls Clubs, etc.

3.7 THBA shall work closely with the Town and the Palm Beach County Sherriff's Office, Lake Park Unit regarding the Park's security.

3.8 THBA shall vacate the Park, upon the Town advance notification that a Town sponsored event will be taking place at the Park.

3.9 THBA shall be responsible for the maintenance of the Park, specifically including, but not limited to mowing the grass on a weekly basis during the rainy season and otherwise on an as needed basis. THBA shall be responsible for maintaining the dirt portions of the ball fields and the clay infields by dragging, watering, and filling the fields as necessary to maintain a safe condition. If desired THBA shall also be responsible for lining the ball fields.

#### 4. **RESPONSIBILITIES OF THE TOWN**

4.1 Subject to section 3.8, above, the Town grants THBA permission to utilize the Park to host its various athletic contests, camps, and events as detailed in section 3.2, above, seven days a week.

4.2 The Town grants TBHA authority to manage the Park's "master schedule" and to coordinate the use of the field with qualified third parties interested in renting the Park. The "master schedule" shall be coordinated with and maintained by the Town's Director of Parks and Recreation.

4.3 Subject to the approval of the Town Manager, THBA is hereby granted permission to hang signage and banners promoting upcoming events.

4.4 The Town agrees to assist THBA in its promotion of upcoming events by sharing mailing lists and allowing THBA to cross-promote via the Town's website and news publications.

4. **INSURANCE.**

Throughout the term of the Agreement THBA shall maintain a comprehensive general liability insurance policy (including bodily injury, death and property damage) in the amount of not less than \$2,000,000. The Town shall be listed as a named insured on THBA's policy.

5. **INDEMNIFICATION.**

THBA shall indemnify, defend, and save harmless the Town, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the Town, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with THBA, its subcontractors, its agents, or employees, activates at the Park as permitted pursuant to this Agreement.

6. **TERMINATION.**

Either party may terminate the Agreement prior to the end of the Term by providing the other with 60 days advance written notice of its intention to do so. Provided however, the Town may terminate this Agreement at any time for its convenience provided it gives THBA 60 days advance written notice of its intention to do so.

7. **UTILITIES.**

The Town of Lake Park will have all electric bill accounts and water bill accounts at Bert Bostrom Park transferred into the name of THBA. THBA will be responsible for payment of all electric and water bills for the facility. Should the Town use the facility for one of its own events or activities, the Town will reimburse THBA for its proportional share of the electric and water bills for the month that the Town sponsored event or activity takes place at the park.

8. **REPORTS.**

THBA shall submit a quarterly report to the Town Manager summarizing all activities and the upcoming quarter's schedule.

9. **NOTICES.**

All notices between the parties shall be in writing and mailed or hand delivered to the parties at the following addresses:

To THBA

Tommy Hutton Baseball Academy  
8012 Edgemere Lane  
Palm Beach Gardens, Florida 33410

And in the case of the Town to:

Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

10. **GOVERNING LAW/VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

11. **ASSIGNMENT.**

This Agreement may not be assigned without the written approval of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

12. **SEVERABILITY.**

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

13. **WAIVER.**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any

subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

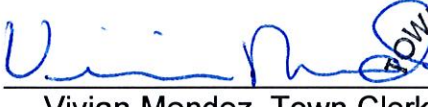

14. **ENTIRE AGREEMENT.**

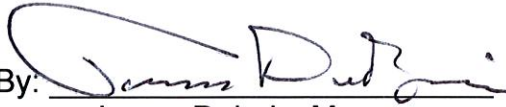
This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and THBA.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last executed below

**ATTEST:**


**TOWN OF LAKE PARK**

By:   
Vivian Mendez, Town Clerk  


By:   
James Dubois, Mayor

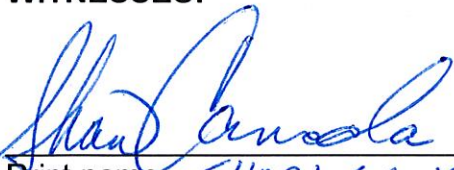
Date: December 18, 2013


APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

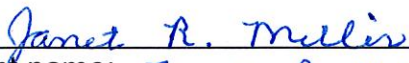
By:   
Thomas J. Baird, Town Attorney

**WITNESSES:**

**BJSF, INC. D/B/A TOMMY HUTTON  
BASEBALL ACADEMY**

  
Print name: SHARI CANADA

By:   
Print Name: Brian Justice

  
Print name: Janet R. Miller

Title: President