

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006

☒ 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 the Leonard Marshall Foundation, Inc. for the period September 12, 2006, through December 30, 2006, in an amount not-to-exceed \$8,000 for funding of Leonard Marshall Football Academy and Mike Jarvis Basketball Academy Summer Camps.

**Summary:** This funding is to assist with expenses incurred by the Leonard Marshall Foundation, Inc. for sponsorship of Leonard Marshall Football Academy and Mike Jarvis Basketball Academy summer camps held during the summer of 2006. The camps served 212 participants from age 8- 18, including underprivileged children and youth. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to December 26, 2005. Funding is from the Recreation Assistance Program (RAP) District 4 (\$3,000) and District 5 (\$5,000). **Countywide (AH)**

**Background and Justification:** The Leonard Marshall Foundation, Inc. is a not-for-profit corporation which advances charitable and educational opportunities for underprivileged children and youth, provides scholarships for underprivileged children to the Leonard Marshall Football Academy and Mike Jarvis Basketball Academy summer camps, and assists the Leonard Marshall Football Academy and Mike Jarvis Basketball Academy with costs for the camps. The summer camp programs utilize professional athletes to provide football and basketball instruction to camp participants. The summer camp programs were held at West Boca Community High School.

The summer camp program cost approximately \$13,800 for camp clothing items, airline travel expenses for athletes, athlete stipends, camp scholarship costs, and other miscellaneous expenses related to the summer camp program. The RAP funding from Districts 4 and 5 will offset \$8,000 of that amount. The Agreement has been executed on behalf of the Leonard Marshall Foundation, Inc., and now needs to be approved by the Board of County Commissioners.

**Attachment:**

1. Agreement

Recommended by: \_\_\_\_\_

Department Director

Date

Approved by: \_\_\_\_\_

Assistant County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>8,000</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>
<b>NET FISCAL IMPACT</b>	<u><b>8,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Unit R904 and 905  
 Object 8201 Program N/A

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

#### Recreation Assistance Program

District 4	3600-583-R904-060-8201	\$3,000
District 5	3600-583-R905-060-8201	\$5,000
		<u>\$8,000</u>

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

Elizabeth Placer 8/17/06  
 OFMB  
 8/17/06  
 mg  
 8/17/06  
 PM  
 8/17/06

Jim J. Jacobson 8/21/06  
 Contract Development and Control  
 E. Jones 8/21/06

### B. Legal Sufficiency:

Anne Welford 8/23/06  
 Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE LEONARD MARSHALL  
FOUNDATION, INC. FOR LEONARD MARSHALL FOOTBALL ACADEMY AND MIKE  
JARVIS BASKETBALL ACADEMY SUMMER CAMPS**

**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 The Leonard Marshall Foundation, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Foundation".

**WITNESSETH:**

**WHEREAS**, Foundation is a not-for-profit corporation which advances charitable and educational opportunities for underprivileged children and youth, provides scholarships for underprivileged children to the Leonard Marshall Football Academy and Mike Jarvis Basketball Academy summer camps, and assists the Leonard Marshall Football Academy and Mike Jarvis Basketball Academy with other costs for the summer camps; and

**WHEREAS**, the Leonard Marshall Football Academy and Mike Jarvis Basketball Academy summer camp programs (summer camp programs) sponsored by Foundation utilize professional athletes to provide football and basketball instruction to summer camp participants; and

**WHEREAS**, the summer camp programs were held from June 4 through June 19, 2006, at West Boca Community High School; and

**WHEREAS**, the summer camp programs served two hundred and twelve (212) participants from age eight (8) through eighteen (18), including underprivileged children and youth; and

**WHEREAS**, said summer camp programs cost approximately \$13,800 for camp clothing items, airline travel expenses for athletes, athlete stipends, camp scholarship costs, and other miscellaneous expenses related to the summer camp program; and

**WHEREAS**, Foundation has requested that County provide \$8,000 to help offset costs for the summer camp programs; and

**WHEREAS**, funding for Foundation in an amount not to exceed \$8,000 is available from the Recreation Assistance Program (RAP) District 4 (\$3,000) and District 5 (\$5,000); and

**WHEREAS**, summer athletic camp 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 \$8,000 to Foundation for camp clothing items, airline travel expenses for athletes, athlete stipends, camp scholarship costs, and other miscellaneous expenses related to the summer camp 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 Foundation 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 Foundation. Said information shall list each invoice paid by Foundation and shall include the vendor invoice number; invoice date; and the amount paid by Foundation along with the number and date of the respective check or proof of payment for said payment. Foundation shall attach a copy of each vendor invoice paid by Foundation 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, Foundation's Program Administrator and Project Financial Officer shall certify the total funds spent by Foundation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Foundation and approved by Foundation as indicated.

3. Foundation incurred expenses for the Project beginning on December 26, 2005. Those costs incurred by Foundation for the Project, approved and submitted accordingly by Foundation subsequent to December 26, 2005, 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 Foundation 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. Foundation warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Foundation agrees, warrants, and represents that all of the employees and participants in the Project were 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. Foundation shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until December 30, 2006, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Foundation is in default of its obligations under this Agreement, the County shall provide Foundation thirty (30) days written notice to cure the default. In the event Foundation 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 Foundation for the Project deemed to be in default and Foundation shall return any County RAP funds already collected by Foundation 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. Foundation shall complete the Project by September 30, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 26, 2005, and September 30, 2006. Foundation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Foundation may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Foundation's request for said extension.

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

13. Foundation 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 Foundation. 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 Foundation 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, Foundation 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 Foundation, 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 Foundation is eligible to receive reimbursement from the County.

16. Foundation 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. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Foundation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Foundation under this Agreement.

**Commercial General Liability.** Foundation 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. Foundation shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employer's Liability.** Foundation shall maintain

Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. Foundation shall provide this coverage on a primary basis.

**Additional Insured.** Foundation 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." Foundation shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Foundation 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 Foundation 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 Foundation enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Foundation 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 thirty (30) 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, Foundation shall demonstrate financial accountability

through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Foundation 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, Foundation 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 Foundation:

President  
7301-A W. Palmetto Park Road, Suite 305-C  
Boca Raton, FL 33433

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**

By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Tony Masilotti, Chairman

**WITNESSES:**

*Rochelle Henderson*

*by reg legat*

**LEONARD MARSHALL FOUNDATION, INC.**  
**FEI Number: 01-0842589**

By: BRIAN K MCMAHON  
Name (Type or Print

Title: DIRECTOR

By: *[Signature]*  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: *[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: The Leonard Marshall Foundation, Inc.  
Mailing Address: 7301-A W. Palmetto Park Rd, Suite 305C  
Boca Raton, FL 33433

Federal Employer Identification Number: 01-0842589

Name of President: Leonard Marshall

Name of Executive Director: Leonard Marshall

Project/Project Liaison Information:

Name: Brian McMahon  
Telephone #: (954)545-8323  
Fax #: (954)545-8262  
e-mail: mcmahonlaw@aol.com

Purpose/Mission of Agency: Advancement of charitable and educational purposes for children, particularly for childhood education for underprivileged children by establishing a scholarship for underprivileged children with a 3.0 scholastic achievement as well as being interested in sports.

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: The Leonard Marshall Football Academy }  
The Mike Jarvis Basketball Academy } *Summer Camps*

2. Project/ Program Description:

- General (Project Scope): Provide the very best instruction for players ages 8-18 by focusing focus on the fundamentals of each sport, which will help develop the skills and potential of every player.
- Public Purpose: Provide scholarships to underprivileged children to attend the camp.
- Location: West Boca Community High School
- Anticipated Number of Participants/Users: 212

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.

Participants in the Football Academy are provided with shirts, shorts and shoes. The Basketball Academy provided shirts and shorts. (camp clothing items)

Both camps bring in professional athletes to conduct the camp. The Academy must pay for the travel expenses as well as compensation for their appearance at the Academy. (athlete stipends)

Cost per participant is \$495.00. Underprivileged participants are charged \$300.00 The Foundation is underwriting the cost to the underprivileged participants. Cost to Foundation is 46 participants at \$13,800.00. (scholarship costs)

Other Miscellaneous Expenses

4. Estimated Lump Sum Total for Project/Program \$13,800
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).  
12/26/05 to 9/30/06  
month/day/year month/day/year

(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 \_\_\_\_\_
7. Additional Comments if desired:

Amount of Recreation Assistance Program Funding awarded

\$ 8,000  
District 4 (\$3,000),  
and District 5 (\$5,000)



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: \_\_\_\_\_

\_\_\_\_\_  
Date

Project Name: \_\_\_\_\_

Submittal #: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

Check or Voucher				Invoice				
#	Payee (Vendor/Contractor)	Key	Number	Date	Number	Date	Amount	Expense Description
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.

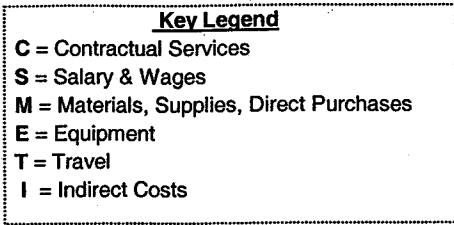
Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Officer

\_\_\_\_\_  
Date



**EXHIBIT B**  
**(cont'd.)**

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## ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/19/06

## PRODUCER

## FOR SERVICE CALL:

FRANCIS L. DEAN & ASSOCIATES, INC.  
800/375/0552  
WWW.ATHLETIC-INSURANCE.COM

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.

## COMPANIES AFFORDING COVERAGE

COMPANY A CAPITOL SPECIALTY INSURANCE CORPORATION  
COMPANY B  
COMPANY C  
COMPANY D

INSURED SPORTS AND REC. PROVIDERS RISK PURCHASING GROUP

Leonard Marshall Foundation, Inc.  
P.O. Box 970874  
Boca Raton, FL 33497

CERT# 6779

THIS IS TO CERTIFY THAT THE POLICIES 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

THE TERMS, EXCLUSIONS AND CONDITIONS OF COVERAGE ARE SET FORTH IN THE POLICY					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CS218051	06/04/06	06/19/06	GENERAL AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000.00
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire) \$ 100,000.00
					MSD EXP (Any one person) \$ 5,000.00
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	EL EACH ACCIDENT \$				
	EL DISEASE - POLICY LIMIT \$				
	EL DISEASE - EA EMPLOYEE \$				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
THE BELOW ENTITY IS ADDED AS ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS OF THE ABOVE NAMED INSURED DURING THE POLICY TERM.

Palm Beach County Board of Commissioners 270 6 <sup>th</sup> Ave. South Lake Worth, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Francis L. Dean

ACORD 25 (1/95)

ACORD CORPORATION

**BRIAN K. MCMAHON, P.A.**

1261 E. Sample Road  
Suite 215  
Pompano Beach, FL 33064  
Telephone (954)545-8323  
Facsimile (954)545-8262

June 19, 2006

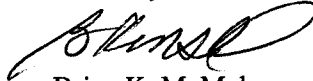
Dennis L. Eshleman, Director  
Parks and Recreation Department  
2700 Sixth Ave. South  
Lake Worth, FL 33461

RE: Leonard Marshall Football Academy/Mike Jarvis Basketball Academy  
RAP Funding for Football Academy Scholarships

Dear Mr. Eshleman:

This letter is to inform the County that neither The Leonard Marshall Football Academy, The Mike Jarvis Basketball Academy nor The Leonard Marshall Foundation have employees and, thus, are not required to carry Worker's Compensation insurance.

Sincerely,



Brian K. McMahon