

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 1, 2007

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Agreement with Young Men's Christian Association of South Palm Beach County, Inc. (YMCA) for the period May 1, 2007, through June 30, 2007, in an amount not-to-exceed \$10,000 for construction of a shade structure for The Friendship Place Boundless Playground at the Boca Raton Peter Blum Family Center.

**Summary:** This funding is to help offset costs for YMCA's purchase and installation of a shade structure at the Friendship Place Boundless Playground. The playground serves approximately 10,000 children annually. The Agreement allows for the reimbursement of eligible project costs incurred by YMCA subsequent to October 4, 2006. Funding is from the Recreation Assistance Program (RAP). District 4 (AH)

**Background and Justification:** YMCA is a not-for-profit organization whose purpose is to promote and enhance the spiritual, mental, social, and physical well-being of youth and adults; promote and encourage the development of strong families and family values; and meaningfully contribute to and be a constructive part of the south Palm Beach County community. The Friendship Place Boundless Playground at YMCA's Peter Blum Family Center is more than 70% accessible to children with disabilities. The shade structure at the Friendship Place Boundless Playground will provide a safe play area for children.

The shade structure at Friendship Place Boundless Playground cost \$30,444 for its purchase and installation. The \$10,000 from the Recreation Assistance Program - District 4 will help offset a portion of those costs. The completion date for the project is on or before June 30, 2007, and the term of the Agreement for capital funding is February 15, 2014. The Agreement has been executed on behalf of Young Men's Christian Association of South Palm Beach County, Inc., and now needs to be approved by the Board of County Commissioners.

**Attachment:** Agreement

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

  
Department Director

4/11/07  
Date

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

  
Assistant County Administrator

4/16/07  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>10,000</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>	<b><u>10,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Recreation Assistance Program

District 4                      3600-583-R904-075-8201                      \$10,000

C. Departmental Fiscal Review: *in-kind match*

**III. REVIEW COMMENTS**

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

*Jan Dool 4-10-07*  
 OFMB *ms* *CN*  
*4/10/07* *4/5/07*

*JW Du - J. Powell 4/11/07*  
 Contract Development and Control  
*4/11/07*

**B. Legal Sufficiency:**

**This Contract complies with our contract review requirements.**

*Anne Delgant 4/16/07*  
 Assistant County Attorney

**C. Other Department Review:**

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE YOUNG MEN'S  
CHRISTIAN ASSOCIATION OF SOUTH PALM BEACH COUNTY, INC. FOR  
CONSTRUCTION OF A SHADE STRUCTURE FOR THE FRIENDSHIP PLACE  
BOUNDLESS PLAYGROUND AT THE YMCA OF BOCA RATON PETER BLUM  
FAMILY CENTER**

**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 Young Men's Christian Association of South Palm Beach County, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "YMCA".

**WITNESSETH:**

**WHEREAS**, YMCA is a not-for profit organization whose purpose is to promote and enhance the spiritual, mental, social, and physical well-being of youth and adults; promote and encourage the development of strong families and family values; and meaningfully contribute to and be a constructive part of the south Palm Beach County community; and

**WHEREAS**, YMCA owns and operates the YMCA of Boca Raton Peter Blum Family Center, which features the Friendship Place Boundless Playground that is more than 70% accessible to children with disabilities and serves approximately 10,000 children annually; and

**WHEREAS**, the Friendship Place Boundless Playground is open to the general public on a non-discriminatory basis when not in use for YMCA child care hours; and

**WHEREAS**, YMCA has purchased and installed a shade structure at the Friendship Place playground to provide a safe play area for children; and

**WHEREAS**, the shade structure at the Friendship Place Boundless Playground cost \$30,444 for purchase and installation; and

**WHEREAS**, YMCA has requested that County provide \$10,000 to assist with costs for the shade structure at the Friendship Place Boundless Playground; and

**WHEREAS**, funding for YMCA in an amount not to exceed \$10,000 is available from the Recreation Assistance Program - District 4; and

**WHEREAS**, playgrounds and other recreational facilities 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 YMCA for the shade

structure at Friendship Place Boundless Playground to include purchase and installation, 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 YMCA 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 YMCA. Said information shall list each invoice paid by YMCA and shall include the vendor invoice number; invoice date; and the amount paid by YMCA along with the number and date of the respective check or proof of payment for said payment. YMCA shall attach a copy of each vendor invoice paid by YMCA along with a copy of the respective check and/or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, YMCA Program Administrator and Project Financial Officer shall certify the total funds spent by YMCA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by YMCA and approved by YMCA as indicated.

3. YMCA incurred expenses for the Project beginning on October 4, 2006. Those costs incurred by YMCA for the Project, approved and submitted accordingly by YMCA subsequent to October 4, 2006, 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 YMCA 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. YMCA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. YMCA 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 race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. YMCA shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until February 14, 2015, consistent with the term on the Recreation Assistance Program Agreement (R-2005-0345) for construction of the Friendship Place Boundless Playground.

9. The parties agree that, in the event YMCA is in default of its obligations under this Agreement, the County shall provide YMCA thirty (30) days written notice to cure the default. In the event YMCA 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 YMCA for the Project deemed to be in default and YMCA shall return any County RAP funds already collected by YMCA 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. YMCA shall complete the Project by March 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 4, 2006, through March 31, 2007. YMCA shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 30, 2007. Upon written notification to County at least ninety (90) days prior to that date YMCA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny YMCA's request for said extension.

12. In the event YMCA ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by YMCA. The determination that YMCA has ceased or suspended the Project shall be made by County and YMCA agrees to be bound by County's determination.

13. YMCA 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 YMCA. 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 YMCA 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, YMCA 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, judgements, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of YMCA, 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 apply for the period prior to the Agreement for which YMCA is eligible to receive reimbursement from the County.

16. YMCA 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 of acceptance of insurance maintained by YMCA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by YMCA under this Agreement.

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

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

**Additional Insured.** YMCA 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."

YMCA shall provide the Additional Insured endorsements coverage on a primary basis.

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

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, YMCA 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 Manger.

**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, YMCA shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and YMCA 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, YMCA 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, either written or oral, relating to this Agreement. The 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 YMCA:

Executive Director  
YMCA of Boca Raton  
6631 Palmetto Circle South  
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 and**  
**Comptroller**

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

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

By: \_\_\_\_\_  
Commissioner Addie L. Greene,  
Chairperson

**WITNESSES:**

*Jessam W. Yongie*

*Joseph E. Cialler*

**YOUNG MEN'S CHRISTIAN ASSOCIATION**  
**OF SOUTH PALM BEACH COUNTY, INC.**  
**FEI Number: 591416281**

By: *Richard Pollack*  
Name (Type or Print)

Title: *President*

By: *[Signature]*  
Signature

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

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

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: Palm Beach County  
Agency Name: **Young Men's Christian Association of South Florida, Inc.**  
Mailing Address: 6631 Palmetto Circle South, Boca Raton, FL 33433

Federal Employer Identification Number: 59-1416281

Name of President: Richard Pollock  
Name of Executive Director: Joann Foster

Project/Project Liaison Information:  
Name: Vicki Pugh  
Telephone #: 561-237-0929  
Fax #: 561-392-6021  
e-mail: vpugh@ymcaspbcc.org

Purpose/Mission of Agency: To put Christian principles into practice through programs that build healthy spirit, mind, body for all.

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: Shade Structure for Friendship Place Playground
2. Project/ Program Description
  - General (Project Scope): To purchase and install a shade structure on a playground used by more than 250 kids each day.
  - Public Purpose: To provide neighborhood children a safe play area.
  - Location: Peter Blum Family YMCA of Boca Raton (Palmetto Par & Powerline Roads)
  - Anticipated Number of Participants/Users: 10,000 annually
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: \$21,940; Contracted Services: \$7,533; Misc.: \$971; TOTAL: \$30,444
4. Estimated Lump Sum Total for Project/Program \$ 30,444
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).  
10/04/06 to 01/01/07 March 31, 2007.  
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 \$ 10,000  
District 4  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

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: \_\_\_\_\_

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



**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID MN  
YMCAO-1 DATE (MM/DD/YYYY)  
03/27/07

<b>PRODUCER</b>  The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244	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.												
<b>INSURED</b>  YMCA of So. Palm Bch. Cty. 6631 Palmetto Circle S. Boca Raton FL 33433	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: <i>New Hampshire Insurance Co.</i></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <i>New Hampshire Insurance Co.</i>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <i>New Hampshire Insurance Co.</i>													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	ADOL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Employee Benefits</b> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC	01-LX-489934-0	11/13/06	11/13/07	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$1,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01-LX-489934-0	11/13/06	11/13/07	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	01-LX-489934-0	11/13/06	11/13/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Palm Beach County Board of County Commissioners, a Political subdivision of the State of Florida, its Officers, Employees and Agents shall also be listed as additional insured with respects to General Liability. NOTICE OF 10 DAYS FOR NON-PAY PER FL STATUE

<b>CERTIFICATE HOLDER</b>  DIRECTOR  Director of Parks & Recreation Palm Beach County Parks & Recreation Department 2700 Sixth Avenue South Lake Worth FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Michael Botcher</i>
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This certificate is executed by Liberty Mutual Insurance Group as respects such insurance as is afforded by those companies.

BM0068

**Certificate of Insurance**  
 This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

YMCA of South Palm Beach County  
 6631 Palmetto Circle South  
 Boca Raton, FL 33433



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
			Coverage afforded under WC law of the following states:	Employers Liability
<input type="checkbox"/> Continuous*	01/01/2007 / 01/01/2008	WC6-151-284860-017	FL	Bodily Injury By Accident
<input type="checkbox"/> Extended				\$100,000 Each Accident
<input checked="" type="checkbox"/> Policy Term				Bodily Injury By Disease
				\$500,000 Policy Limit
				Bodily Injury By Disease
				\$100,000 Each Person
<b>Workers Compensation</b>				
<b>General Liability</b>				<b>General Aggregate-Other than Prod/Completed Operations</b>
<input type="checkbox"/> Claims Made				<b>Products/Completed Operations Aggregate</b>
<input type="checkbox"/> Occurrence				<b>Bodily Injury and Property Damage Liability</b>
<b>Retro Date</b>				<b>Per Occurrence</b>
				<b>Personal and Advertising Injury</b>
				<b>Per Person / Organization</b>
				<b>Other Liability</b>
				<b>Other Liability</b>
<b>Automobile Liability</b>				<b>Each Accident - Single Limit - B. I. and P. D. Combined</b>
<input type="checkbox"/> Owned				<b>Each Person</b>
<input type="checkbox"/> Non-Owned				<b>Each Accident or Occurrence</b>
<input type="checkbox"/> Hired				<b>Each Accident or Occurrence</b>

**COMMENTS**

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office: FT. LAUDERDALE, FL-COMMERCIAL MKTS Phone: 954-851-1050

Certificate Holder:

Palm Beach County Parks and Recreation  
 Director of Parks and Recreation  
 2700 6th Avenue South  
 Lake Worth, FL 33461

*Claudia Sacasa*  
**CLAUDIA SACASA**  
 Authorized Representative

Date Issued: 03/26/2007 Prepared By: DB