Agenda Item #: 3.M.13.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 5, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing								
Department: Parks and Recreation										
Submitted By: Parks and Recreation Department	artment									
Submitted For: Parks and Recreation Department										
I. EXEC	CUTIVE BRIEF									
Motion and Title: Staff recommends motion Baseball, Inc. for the period June 5, 2007, the \$8,000 for uniform expenses.	ion to approve: Agreen Prough August 28, 2007	ement with West Boca Youth 7, in an amount not-to-exceed								
Summary: This funding is to help offset the cosponsored by West Boca Youth Baseball, Incapproximately 650 youth. The Agreement a incurred subsequent to February 20, 2007. Fur District 5 Funds. <u>District 5</u> (AH)	The programs are o llows for the reimburse	perated year-round and serve ement of eligible project costs								
Background and Justification: West Boca Yemission is to provide opportunities for youth to Baseball's activities are offered at western Boc South County Regional Park, and Sandalfoot	learn the fundamentals a Raton recreational fie	of baseball. West Boca Youth								
The total annual cost for the uniform contract 5 will offset a portion of the uniform of West Boca Youth Baseball, Inc., and no Commissioners.	rm costs. The Agreeme	nt has been executed on behalf								
Attachment: Agreement										
Attachment: Agreement										
	911									
Recommended by: Department Direct	tor	<u>3/14/07</u> Date								
Approved by:		5/22/07								
Approved by.	Administrator	Date								

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary	of Fiscal Im	pact:			
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 8,000 -0- y) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	8,000	0	0-	0-	0
# ADDITIONAL FTE POSITIONS (Cumulative)			***************************************	
Is Item Included in Curre Budget Account No.:	ent Budget? Fund <u>36</u> Object <u>8</u>	00 Departmen		<u>R905</u>	
B. Recommended Sour	ces of Fund	ds/Summary of	Fiscal Impact	:	
Recreation Assista	nce Progran	<u>1</u>			
District 5	3600-583	-R905-073-8201	\$8,00	0	
C. Departmental Fiscal	Review: _	Ckopela	kis		
	<u>II</u>	I. REVIEW COM	<u>IMENTS</u>		
A. OFMB Fiscal and/or	Contract D	evelopment and	l Control Com	nments:	·.
Som One 5-18-18-18-18-18-18-18-18-18-18-18-18-18-	mg (N)	<u>-</u> 15/07	Contract Deve	Vopment and Co	5/31/0 ¹)
B. Legal Sufficiency:	4 4 4		This Contr	act complies with our view requirements.	r
Assistant County Attor	5/22/07 ney		COMMISSION		
C. Other Department R	eview:				
Department Director		(1000 - 1000			

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP06-07\District 5\West Boca Youth Baseball, Inc\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND WEST BOCA YOUTH BASEBALL, INC. FOR UNIFORM EXPENSES

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 West Boca Youth Baseball, Inc., a Florida not-for-profit corporation, hereinafter referred to as "West Boca Youth Baseball".

WITNESSETH:

WHEREAS, West Boca Youth Baseball is a not-for-profit organization whose mission is to provide opportunities for youth to learn the fundamentals of baseball; and

WHEREAS, West Boca Youth Baseball offers its baseball program at western Boca Raton recreational fields including Pinewoods Park, South County Regional Park and Sandalfoot Park to approximately six hundred and fifty (650) youth; and

WHEREAS, the West Boca Youth Baseball's activities cost approximately \$31,905 annually; and

WHEREAS, West Boca Youth Baseball has requested that County provide \$8,000 to assist with the cost of uniform expenses which are provided for through an annual contract for services with a local provider of uniforms; and

WHEREAS, funding for West Boca Youth Baseball' operational expenses for the basketball program in an amount not-to-exceed \$8,000 is available from the Recreation Assistance Program (RAP) – District 5; and

WHEREAS, motivational and sports related 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 West Boca Youth Baseball to help offset contractual costs for uniforms as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to West Boca Youth Baseball 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 West Boca Youth Baseball. Said information shall list each invoice paid by West Boca Youth Baseball and shall include the vendor invoice number; invoice date; and the amount paid by West Boca Youth Baseball along with the number and date of the respective check or proof of payment for said payment. West Boca Youth Baseball shall attach a copy of each vendor invoice paid by West Boca Youth Baseball 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, West Boca Youth Baseball's Program Administrator and Project Financial Officer shall certify the total funds spent by West Boca Youth Baseball on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by West Boca Youth Baseball and approved by West Boca Youth Baseball as indicated.
- 3. West Boca Youth Baseball incurred expenses for the Project beginning on February 20, 2007. Those costs incurred by West Boca Youth Baseball for the Project, approved and submitted accordingly by West Boca Youth Baseball subsequent to February 20, 2007, 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 West Boca Youth Baseball 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. West Boca Youth Baseball warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. West Boca Youth Baseball agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

- 7. West Boca Youth Baseball shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until August 28, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event West Boca Youth Baseball is in default of its obligations under this Agreement, the County shall provide West Boca Youth Baseball thirty (30) days written notice to cure the default. In the event West Boca Youth Baseball 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 West Boca Youth Baseball for the Project deemed to be in default and West Boca Youth Baseball shall return any County RAP funds already collected by West Boca Youth Baseball 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. West Boca Youth Baseball shall complete the Project by May 28, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 20, 2007, through May 28, 2007. West Boca Youth Baseball shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 28, 2007. Upon written notification to County at least ninety (90) days prior to that date West Boca Youth Baseball may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny West Boca Youth Baseball's request for said extension.
- 12. In the event West Boca Youth Baseball 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 West Boca Youth Baseball. The determination that West Boca Youth Baseball has ceased or suspended the Project shall be made by County and West

Boca Youth Baseball agrees to be bound by County's determination.

- 13. West Boca Youth Baseball 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 West Boca Youth Baseball. 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 West Boca Youth Baseball 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, West Boca Youth Baseball 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 West Boca Youth Baseball, 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 this Agreement for which West Boca Youth Baseball is eligible to receive reimbursement from the County.

16. West Boca Youth Baseball 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 West Boca Youth Baseball are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by West Boca Youth Baseball under this Agreement.

Commercial General Liability. West Boca Youth Baseball 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. West Boca Youth Baseball shall provide this coverage on a primary basis.

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

Additional Insured. West Boca Youth Baseball 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." West Boca Youth Baseball shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. West Boca Youth Baseball 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 West Boca Youth Baseball 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 West Boca Youth Baseball enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, West Boca Youth Baseball 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, West Boca Youth Baseball shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. West Boca Youth Baseball 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 West Boca Youth Baseball, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and West Boca Youth Baseball 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, West Boca Youth Baseball 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 West Boca Youth Baseball: President West Boca Youth Baseball, Inc. 1261 East Sample Road, Suite 214 Pompano Beach, FL 33064

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Commissioner Addie L. Greene, Chairperson
WITNESSES:	WEST BOCA YOUTH BASEBALL, INC. FEI Number: 650094087 By: BRINN MCMAHON Name (Type or Print) PRESIDENT Title Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By:

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

BACKGROUND INFORMATION

Agency Name: West Boca Youth Baseball, Inc.\

Mailing Address: 1261 E. Sample Road, Suite 214, Pompano Beach, Fl 33064

Federal Employer Identification Number: 650094087

Name of President:

Name of Executive Director:

Project/Project Liaison Information:

BRIAN memanon

Telephone #:

561 756 1824

Fax #:

954 545 0808

e-mail:

memation LAW@ aci. com

Purpose/Mission of Agency: Provide apportunity for Children to bean the Rindamentals of basely pe.

PROJECT/PROGRAM INFORMATION

- 1. Name of Project/Program: Purchase of Uniforms and Equipment for **Southwest County Cobras**
- 2. Project/ Program Description

General (Project Scope): Provide uniforms for all players in WEST BOLM YOUTH BASSBALL

Public Purpose: Uniforms for 650 children playing in west bock and residing in west Boca

- Location: Wast Boca recreational fields (finewoods, South County Regional and Sanda Hoot) Anticipated Number of Participants/Users: 650
- List anticipated broad categories of 3. Project/Program Elements: 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.

Contract for services with local provider of uniforms

Estimated Lump Sum Total for Project/Program 4.

\$ 31,305.75

Project/Program Initiation date (date of first invoice for which 5. reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame. 2/20/07 to 3/28/07 month/day/year month/day/y

month/day/year

(Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments: Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

建铁色色 经支付的证据 机水类电池

\$8,000

District 5

(filled in by County)



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee			Project Name: _	
Submission #: _			Reimbursement Period:	
Item		<u>Key</u>	Project Costs This Submission	Cumulative Project Costs
Contractual Serv	rices	(C)		***************************************
Salary & Wages	(% of salaries)	(S)		
Materials, Suppli	es, Direct Purchases	(M) ²		-
Equipment		(E)		
Travel		(T) <u> </u>		
Indirect Costs		(1)	· · · · · · · · · · · · · · · · · · ·	
	TOTAL PROJECT COSTS			
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pu E = Equipment T = Travel I = Indirect Costs	ırchases		
expenses were i	ereby certify that the above ncurred for the work identified hed in the attached progress	as	been maintained as require	y that the documentation has d to support the project nd is available for audit upon
Administrator	Date		Financial Officer	Date
			PBC USE ONLY	

		PBC	USE	<u>ONLY</u>				
•	County Funding Participation		\$					
	Total Project Costs To Date:		\$					•
	County Obligation To Date		\$					
	County Retainage (%)		\$					
	County Funds Previously Disburs	sed	\$					4.
	County Funds Due this Billing		\$					
	Reviewed and Approved By:			• .	•			
• .		PBC Project A	dminis	trator		Date	· ,	
		Department Di	rector			 Date		



	PALM BEACH COUNTY
	PARKS AND RECREATION DEPARTMENT
COI	ITRACTUAL SERVICES PURCHASE SCHEDULE

	S = S M = E = I	Key Lege Contractual Services Salary & Wages Materials, Supplies, I	- 	PA CONTR	PALM BEACH RKS AND RECREAT ACTUAL SERVICES	ION DEPARTMEN	T EDULE	EXHIBIT B
		Travel Indirect Costs			-		•	
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	Certification: I hereby certify that accomplishing this project.	the purchases no	nted above were u	sed in	Certification: I herek documentation have request.	by certify that bid ta been maintained a	bulations, executed co as required to support	ontract, cancelled checks, and other purchasing the costs reported above and are available for audit upon
	Administrator		Data					
	Auministrator		Date	•		Financial Officer		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 (cont'd.)

	t	***************************************	Check or	Voucher	Invo	oice :		
_	Payee (Vendor/Contractor)	Key	Number	Date	, Number	Date	Amount	Expense Description
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oducer agliardi 4 Digit	i Insurance Services, Inc. al Drive Hill, CA 95037		THIS CER			1/19/2007			
organ I			HOLDER.	THIS CERTIFICATE IS ISSUED AS A MATTER OF IN ONLY AND CONFERS NO RIGHTS UPON THE CERTOLOGY. THIS CERTIFICATE DOES NOT AMEND, IS					
SURED					AFFORDED BY THE POL				
SURED			INSURERS	AFFORDING CO	VERAGE	NAIC#			
	West Boca Youth Baseb		INSURER A: Ph	INSURER A: Philadelphia Indemnity Insurance					
	21458 Summertrace Circ Boca Raton, FL 33428	cie	INSURER B: AIC	3	4				
	3000 1101111111111111111111111111111111		INSURER C:						
			INSURER D:						
OVERA	GES		INSURER E:						
MAY PER	LICIES OF INSURANCE LISTED BE QUIREMENT, TERM OR CONDITION TAIN, THE INSURANCE AFFORDE S. AGGREGATE LIMITS SHOWN M	N OF ANY CONTRACT OR OTH	IER DOCUMENT WITH I IED HEREIN IS SUBJEC PAID CLAIMS.	RESPECT TO WHICE TER	NU TUIC CEDTICICATE MAN	DE ICCUED OF			
R ADD'L R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT				
	X COMMERCIAL GENERAL LIABILITY	DHDKOGOTO	1/4/0007	4/4/0000	EACH OCCURRENCE	\$ 1,000,			
1 -	CLAIMS MADE X OCCUR		1/1/2007	1/1/2008	PREMISES (Ea occurence)	s 300,			
	X Athletic Participants				MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 1,000,			
	X Abuse & Molestation				GENERAL AGGREGATE	s 2,000,			
_	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	s 1,000,			
	X POLICY PRO- JECT LOC				Participant Legal Liab	1,000,			
	AUTOMOBILE LIABILITY ANY AUTO	PHPK206273	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,			
	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per person)	\$			
	X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$			
					PROPERTY DAMAGE (Per accident)	\$			
	ANY AUTO		,		AUTO ONLY - EA ACCIDENT	\$			
				-	ALITO ONI V:	\$ \$			
E	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$			
	OCCUR CLAIMS MADE				AGGREGATE	\$			
-	 -					\$			
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WORKE	RETENTION \$ ERS COMPENSATION AND					\$			
EMPLO	YERS' LIABILITY				TORY LIMITS ER				
OFFICE	ROPRIETOR/PARTNER/EXECUTIVE R/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$			
If yes, d SPECIA	escribe under L PROVISIONS below				E.L. DISEASE - POLICY LIMIT				
Pony		SRG0009101531	1/1/2007	1/1/2008	AD&D/Ded 10,000/250	Limit 100,			

2700 6th Avenue South Lake Worth, FL 33461-

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 $% \left(1\right) =\left(1\right) \left(1\right) \left($ REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACCIPIC CORPORATION 1988

ACORD 25 (2001/08)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)



21458 Summertrace Cir Boca Raton, Florida 33428

May 4, 2007

Susan Yinger Parks and Recreation Department 2700 6th Ave., South Lake Worth, FL 33461

RE: West Boca Youth Baseball

Dear Susan:

This letter is to inform you that West Boca Youth Baseball has no employees, and, as such, is not required to maintain workers compensation insurance.

Sincerely,

Brian K. McMahon On behalf of WBYB