

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 19, 2007

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 BMWS, Inc. for the period June 19, 2007, through May 1, 2008, in an amount not-to-exceed \$7,000 for a traveling basketball program.

Summary: This funding is to help offset operational expenses for the traveling basketball team sponsored by BMWS, Inc. The traveling basketball program serves approximately 15 youth. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: BMWS, Inc. stands for Boys, Men's and Women's Sports, and is a not-for-profit organization whose mission is to teach, inspire, motivate and stimulate children and their families through organized athletic competition and team sports. BMWS provides a traveling basketball program for youth to teach basketball fundamentals, positive social skills, positive discipline, teamwork building and increased self-esteem to participants.

The total cost of BMWS' traveling basketball team expenses is approximately \$15,000 annually for registration fees, tournament fees, insurance, hotel and food costs, and other miscellaneous expenses. The \$7,000 from RAP – District 7 will offset a portion of these operational expenses. The Agreement has been executed on behalf of BMWS, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:


Department Director

5-18-07
Date

Approved by:


Assistant County Administrator

5/31/07
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>7,000</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>
NET FISCAL IMPACT	<u>7,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Units R907
 Object 8201 Program N/A

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


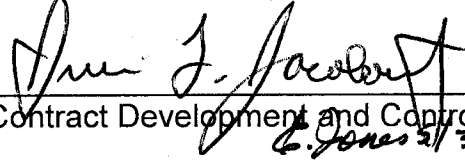
Recreation Assistance Program

District 7 3600-583-R907-117-8201 \$7,000

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

<p><u>Jim D. 5-29-07</u>  OFMB 5/24/07</p>	<p><u>M8CN 05/21/07</u> 5/24/07</p>	<p><u>Jim J. Jacobson 5/23/07</u>  Contract Development and Control G. Jones 5/30/07</p>
--	--	---

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND BMWS, INC. FOR
OPERATIONAL EXPENSES FOR SPORTS PROGRAMS**

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 BMWS, Inc., a Florida not-for-profit corporation, hereinafter referred to as "BMWS".

W I T N E S S E T H:

WHEREAS, BMWS is a not-for-profit organization whose mission is to teach, inspire, motivate and stimulate children and their families through organized athletic competition and team sports; and

WHEREAS, BMWS provides a traveling basketball program to teach basketball fundamentals, positive social skills, positive discipline, teamwork building and increased self-esteem to approximately fifteen (15) youth; and

WHEREAS, the BMWS' activities cost approximately \$15,000 annually; and

WHEREAS, BMWS has requested that County provide \$7,000 to assist with the cost of operational expenses to include registration fees, tournament fees, insurance, hotel and food costs, and other miscellaneous expenses; and

WHEREAS, funding for BMWS' operational expenses for the basketball program in an amount not-to-exceed \$7,000 is available from the Recreation Assistance Program (RAP) – District 7; 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 \$7,000 to BMWS to help offset costs for operational expenses to include registration, fees, tournament expenses, insurances, hotel and food costs, and other miscellaneous expenses associated with the basketball program, 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 BMWS 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 BMWS. Said information shall list each invoice paid by BMWS and shall include the vendor invoice number; invoice date; and the amount paid by BMWS along with the number and date of the respective check or proof of payment for said payment. BMWS shall attach a copy of each vendor invoice paid by BMWS 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, BMWS' Program Administrator and Project Financial Officer shall certify the total funds spent by BMWS on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by BMWS and approved by BMWS as indicated.

3. BMWS incurred expenses for the Project beginning on January 1, 2007. Those costs incurred by BMWS for the Project, approved and submitted accordingly by BMWS subsequent to January 1, 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 BMWS 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. BMWS warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. BMWS 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. BMWS shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until May 1, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event BMWS is in default of its obligations under this Agreement, the County shall provide BMWS thirty (30) days written notice to cure the default. In the event BMWS 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 BMWS for the Project deemed to be in default and BMWS shall return any County RAP funds already collected by BMWS 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. BMWS shall complete the Project by February 1, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2007, through February 1, 2008. BMWS shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before May 1, 2008. Upon written notification to County at least ninety (90) days prior to that date BMWS may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny BMWS's request for said extension.

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

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

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

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, BMWS 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, BMWS shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and BMWS 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, BMWS 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 BMWS:
President
BMWS, Inc.
600 West 35th Street
Riviera Beach, FL 33404

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

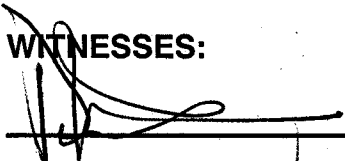
PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

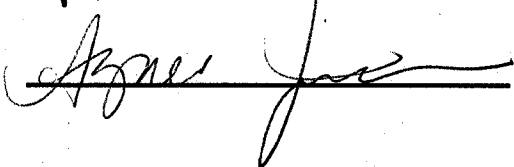
By: _____
Commissioner Addie L. Greene,
Chairperson

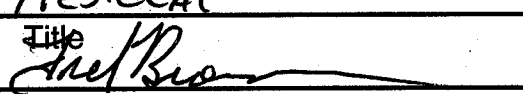
WITNESSES:

BMWS, Inc. FEI Number: 65-0885011



By: FRED BROWN
Name (Type or Print)

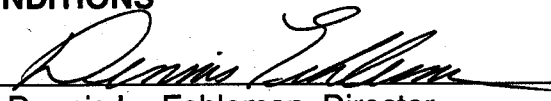


President
Title

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 
Dennis L. Eshleman, Director
Parks and Recreation Department

RECREATION ASSISTANCE PROGRAM (RAP)
Exhibit "A" to Agreement

Name of Agency: **BMWS, Inc.**
Mailing Address: **600 West 35th Street, Riviera Beach, Florida 33404**

Federal Employer Identification Number: **65-0885011**

Name of President: **Fred Brown**
Name of Executive Director: **Dante Wright**
Project Liaison Information:
Name: **Fred Brown**
Telephone #: **561-543-8476**
Fax #: **To Be Provided**
E-mail: **www.fab34C.bellsouth.net**

Purpose/Mission of Agency: **BMWS, Inc.'s mission is to teach, inspire, motivate and stimulate children and their families through organized athletic competition (team sports). In detail our mission serves to teaching through fundamentals, inspire through coaching techniques, motivate through speeches, stimulate through organization, attendance and grades and to present awards, trophies at banquets for recognition.**

PROJECT INFORMATION

1. Name of Project: **Operational Expenses for Sports Programs**
2. Project Description: **To teach, encourage and motivate young persons through athletic competition. This particular sport is basketball.**
 - General (Project Scope): **Along with teaching basketball fundamentals, the organization will assist young persons in developing positive social skills, including but not limited to the art of positive discipline, teamwork building and increased self-esteem. All of these can be used on the playing field of life as well.**
 - Public Purpose: **To provide a structured, nurturing, positive and enjoyable environment for young persons.**
 - Location and Date: **Various locations and dates.**
 - Anticipated Number of Participants/Users: **Approx. Fifteen (15)**
3. Project Elements: **List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/amounts.**

*Registration, Tournament, Food Costs, Insurance, Hotel Costs
and other miscellaneous expenses associated with the project*
4. Estimated Lump Sum Total for Project: **\$15,000**
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). January 2007 to February 2008

Note: Invoices and copies of proof of payment documentation will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and

checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment
Certificate of Insurance: **Please see attached Certificate of Insurance**

Amount of Recreation Assistance Program Funding awarded \$7,000
District 7
(filled in by County)

Exhibit A
Page 2 of 2



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: _____

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



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.)

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

DATE (MM/DD/YYYY)
11/6/2006


PRODUCER Priscilla Taylor 7711 Military Trail North Palm Beach Gardens, Fla 33410	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.	
	INSURERS AFFORDING COVERAGE	NAIC # -
INSURED BMWS, Inc 600 W 35th Street Riviera Beach, Fla 33404	INSURER A:	Scottsdale Insurance Company
	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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CHQBH	02/02/2007	02/02/2008	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <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
 Travelling Basketball Team (Non Profit Organization)
 Additional Insured: A Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents

CERTIFICATE HOLDER Palm Beach County c/o Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, Fla 33461 Attention: Administrative Support Manager ACORD 25 (2001/08)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>15</u> 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 
--	--

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.

March 5, 2007

Dennis L. Eshleman, Director
Parks and Recreation Department
2700 6th Avenue South
Lake Worth, Florida 33461

Re: **Palm Beach County Recreation Assistance Program (RAP) Funding for
BMWS, Inc.'s Operational Expenses for Boys, Men, and Women Sports
Programs**

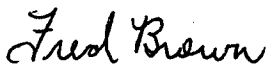
Dear Mr. Eshleman:

I am writing in response to your letter requiring the completion and submittal of certain materials in an effort to develop an Agreement setting forth the terms and conditions of an award of funds from Palm Beach County. A part of your letter requests that a certificate evidencing Workers Compensation Insurance or a letter in lieu of such coverage must be submitted.

To this end, please be formally advised that this agency is not required by the State of Florida to possess Workers Compensation Insurance. BMWS provides athletic opportunities at no charge to its participants and does not compensate its coaches or affiliates in any manner whatsoever. More specifically, the principals and staff of the agency are not paid for their services. All services performed are strictly conducted on a volunteer/pro bono basis.

I am hopeful that this letter is satisfactory for such purposes. However, if it is not, please do not hesitate to contact me should you have any questions or require additional information. I can be reached via cell phone at 561-543-8476 and thank you in advance for your assistance.

Sincerely,



Fred Brown, President
BMWS, Inc.