

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 21, 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 Youth Enrichment Services, Inc. for the period August 21, 2007, through December 14, 2007, in an amount not-to-exceed \$7,500 for basketball summer camp scholarships.

**Summary:** This funding is to help offset the cost of basketball summer camp scholarships for at-risk youth sponsored by Youth Enrichment Services. The scholarships will allow 30 youth to attend the Top Performance Basketball Academy summer camp from June 28, 2007, through July 14, 2007. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to June 28, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

**Background and Justification:** Youth Enrichment Services, Inc. is a not-for-profit organization whose mission is to provide high quality services to less fortunate children and their families by offering various outreach services to underprivileged youth including providing sponsorships for after school and summer camp programs. This allocation provides 30 scholarships for at-risk youth to participate in the Top Performance Basketball Academy 2007 Summer Camp Program held at St. Ann's Kemper Gymnasium in West Palm Beach. Participants sponsored by Youth Enrichment Services were at-risk youth, youth of promise, and/or disadvantaged youth attending a Palm Beach County public school, residing in a shelter or part of the foster care system, or living in homes with low or moderate income working mothers. Camp participants attain higher levels of achievement in basketball and personal development in an interactive, fun, and nurturing learning environment.

The total cost of the scholarships is \$7,500 (\$250 per camper for 30 campers). The Agreement has been executed on behalf of Youth Enrichment Services, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:   
Department Director

7-24-07  
Date

Approved by:   
Assistant County Administrator

8-2-07  
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>7,500</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>7,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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-R907-121-8201                      \$7,500

**C. Departmental Fiscal Review:** ckopelakis

**III. REVIEW COMMENTS**

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

Edizabel Blase 7/31/07                      Jim J. Smith 7/31/07  
 OFMB                      7/30/07 125/7                      Contract Development and Control

**B. Legal Sufficiency:**

Anne Delgant 8/1/07  
 Assistant County Attorney

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

**C. Other Department Review:**

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND YOUTH ENRICHMENT SERVICES, INC. FOR YOUTH CAMP PROGRAM SCHOLARSHIPS TO THE TOP PERFORMANCE BASKETBALL ACADEMY 2007 SUMMER CAMP**

**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 Youth Enrichment Services, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Youth Enrichment Services".

**WITNESSETH:**

**WHEREAS**, Youth Enrichment Services' mission is to provide high quality services to less fortunate children and their families by offering various outreach services to underprivileged youth including providing sponsorships for after school and summer camp programs; and

**WHEREAS**, Youth Enrichment Services provided scholarships for culturally diverse participants to the Top Performance Basketball Academy 2007 Summer Camp Program held at St. Ann's Kemper Gymnasium in West Palm Beach from June 28, 2007 through July 14, 2007; and

**WHEREAS**, participants sponsored by Youth Enrichment Services were at-risk youth, youth of promise, and/or disadvantaged youth attending a Palm Beach County public school, residing in a shelter or a part of the foster care system, or living in homes with low or moderate income working mothers; and

**WHEREAS**, the Top Performance Basketball summer camp facilitated the basketball camp to help participants attain higher levels of achievement in athletics and personal development in an interactive, fun, and nurturing learning environment; and

**WHEREAS**, said summer camp scholarships cost \$7,500 for thirty (30) youth at a cost of \$250 each for the period of June 28, through July 14, 2007; and

**WHEREAS**, Youth Enrichment Services has requested that County provide \$7,500 to help offset costs for the thirty (30) scholarships to the summer camp programs; and

**WHEREAS**, funding for Youth Enrichment Services in an amount not to exceed \$7,500 is available from the Recreation Assistance Program (RAP) District 7; 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 \$7,500 to Youth Enrichment Services for thirty (30) camp scholarships, 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 Youth Enrichment Services 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 Youth Enrichment Services. Said information shall list each invoice paid by Youth Enrichment Services and shall include the vendor invoice number; invoice date; and the amount paid by Youth Enrichment Services along with the number and date of the respective check or proof of payment for said payment. Youth Enrichment Services shall attach a copy of each vendor invoice paid by Youth Enrichment Services 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, Youth Enrichment Services' Program Administrator and Project Financial Officer shall certify the total funds spent by Youth Enrichment Services on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Youth Enrichment Services and approved by Youth Enrichment Services as indicated.

3. Youth Enrichment Services incurred expenses for the Project beginning on June 28, 2007. Those costs incurred by Youth Enrichment Services for the Project, approved and submitted accordingly by Youth Enrichment Services subsequent to June 28, 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 Youth Enrichment Services 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. Youth Enrichment Services warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Youth Enrichment Services 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. Youth Enrichment Services shall be responsible the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until December 14, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Youth Enrichment Services is in default of its obligations under this Agreement, the County shall provide Youth Enrichment Services thirty (30) days written notice to cure the default. In the event Youth Enrichment Services 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 Youth Enrichment Services for the Project deemed to be in default and Youth Enrichment Services shall return any County RAP funds already collected by Youth Enrichment Services 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. Youth Enrichment Services shall complete the Project by September 14, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 28, 2007, through September 14, 2007. Youth Enrichment Services 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

14, 2007. Upon written notification to County at least ninety (90) days prior to that date Youth Enrichment Services may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Youth Enrichment Services' request for said extension.

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

13. Youth Enrichment Services 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 Youth Enrichment Services. 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 Youth Enrichment Services 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, Youth Enrichment Services 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 Youth Enrichment Services, 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 Youth Enrichment Services is eligible to receive reimbursement from the County.

16. Youth Enrichment Services 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. Youth Enrichment Services shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Youth Enrichment Services are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Youth Enrichment Services under this Agreement.

**Commercial General Liability.** Youth Enrichment Services 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. Youth Enrichment Services shall provide this coverage on a primary basis.

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

**Additional Insured.** Youth Enrichment Services 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'. Youth Enrichment Services shall provide the Additional Insured endorsements coverage on a primary basis.

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

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Youth Enrichment Services 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 ten (10) 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, Youth Enrichment Services shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Youth Enrichment Services 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, Youth Enrichment Services 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 Youth Enrichment Services:

President  
371 West 21<sup>st</sup> 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, Chairman

WITNESSES:

*[Signature]*  
*[Signature]*

YOUTH ENRICHMENT SERVICES, INC.

FEI Number: 202284437

By: *[Signature]*

Name (Type or Print)

Title: *EX Director*

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**

Name of Agency: **Youth Enrichment Services, Inc.**

Mailing Address: 371 West 21<sup>st</sup> Street, Riviera Beach, FL 33404

Federal Employer Identification Number: 202284437

Name of President: Regina Gibbs

Name of Executive Director: Yolanda Blocker

Project Liaison Information:

Name: Seretha A. George

Telephone #: (561) 228-1751 (Office) (561) 306-3348 (Cellular)

Fax #: (561) 828-2756

E-mail: serethag@comcast.net

Purpose/Mission of Agency:

The mission of the Youth Enrichment Services, Inc. is to provide high-quality services to less fortunate children and their families. Youth Enrichment Services, Inc. strives to present life enhancing opportunities to those in need by offering various outreach services to under-privileged youth in the community such as, but not limited to, after school and summer camp programs. Each program provided will be designed to enhance the lives and skills of youth by utilizing academic tutorials, computer skills training, visual arts, performing arts and recreational sports. Youth Enrichment Services, Inc. will also ensure the future well being and growth of youth by providing services to their parents thru hands on workshops, seminars, and resource and referral services which offer training in parenting skills, vocational skills and economic development to encourage self-sufficiency.

**PROJECT INFORMATION**

1. Name of Project:

Top Performance Basketball Academy 2007 Summer Camp Scholarships

2. Project Description

- General (Project Scope):

Top Performance Basketball Academy facilitates a basketball summer camp program for students ages 7 through 17, helping them to attain higher levels of achievement in both athletics and personal development. Youth Enrichment Services is providing scholarships for thirty (30) at-risk youth to attend the basketball camp.

Setting: Students will participate in an interactive, fun, and nurturing learning environment. The site is safe, easily accessible by foot, automobile, or public transportation, and community-friendly.

- Public Purpose:

Top Performance Basketball Academy 2007 Summer Camp Program will link at-risk, youth of promise, and/or disadvantage living in Palm Beach County who are our youth of promise with lifetime learning experiences to assist in making positive changes in all aspects of their personal lives including on a spiritual, educational, physical, and emotional level. It is the goal of the summer camp program to proactively work with youth of promise before they enter into the juvenile justice system to become a soaring added statistic to Palm Beach County's crime rate. Youth Enrichment Services will pay for scholarships for the at-risk youth to attend the camp.

Population: Scholarships will target culturally diverse participants ages 7 through 17, who are deemed at-risk, youth of promise, and/or disadvantaged and attending a Palm Beach County public school, residing in a shelter, or a part of the foster care system and for low- or moderate income working mothers.

- Location and Date:

Summer camp was held at the St. Anns Kemper Gymnasium located at 310 North Olive Avenue, West Palm Beach, 33401 in downtown West Palm Beach. Students will interact in a beautiful building with a spacious gymnasium, an outdoor corridor with seats and tables, a flourishing tree-lined courtyard for socialization and exercise.

Camp days run between June 28, 2007 and July 14, 2007.

- Anticipated Number of Participants/Users:

30 scholarships

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.

Thirty camp scholarships

4. Estimated Lump Sum Total for Project: \$ \$7,500.00
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). 06/28/2007 to 09/14/07

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 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 Yes

Amount of Recreation Assistance Program Funding awarded \$ 7,500  
District 7  
(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





# CERTIFICATE OF INSURANCE

1380797

ISSUE DATE (MM/DD/YY)

7/10/07

**PRODUCER**  
 PHONE (A/C): 1-800-426-2889  
 K & K Insurance Group, Inc.  
 1712 Magnavox Way  
 P.O. Box 2338  
 Fort Wayne, In 46801

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 LETTER **A** NATIONWIDE MUTUAL INSURANCE CO  
 COMPANY LETTER **B**  
 COMPANY LETTER **C**

**INSURED**  
 SPORTS, LEISURE & ENTERTAINMENT RPG  
 D/B/A YOUTH ENRICHMENT SERVICES, INC.  
 371 W. 21ST STREET  
 RIVIERA BEACH, FL 33404

### COVERAGES

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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
A	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot. <input type="checkbox"/> _____	RPG0002671000	12:01AM 6/28/07	12:01AM 6/28/08	General Aggregate	\$ 2000
					Products-Comp/Ops Aggregate	\$ 1000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ 1000
	<b>Automobile Liability</b> <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 <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	<b>Excess Liability</b> <input type="checkbox"/> _____ <input type="checkbox"/> Other than Umbrella form				Each Occurrence	\$
					Aggregate	\$
	<b>Workers' Compensation and Employers' Liability</b>				<b>Statutory</b>	
					\$	Each Accident
					\$	Disease - Policy Limit
A	<b>Participant Accident</b>	RPG0002671000	12:01AM 6/28/07	12:01AM 6/28/08	AD&D	\$ NONE
					Primary Medical	\$ NONE
					Excess Medical	\$ 25
					Weekly Indemnity	\$ X NONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

DATES OF CAMP: 6/28/07 & 6/29/07 TYPE OF CAMP: BASKETBALL \*\*REPLACES 1377457\*\*  
 LOCATION: ST. ANNS KEMPER GYM, WEST PALM BEACH, FL  
 CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

<p><b>CERTIFICATE HOLDER</b></p> <p>PALM BEACH COUNTY PARKS &amp; RECREATION DEPARTMENT                  2700 6TH AVENUE                  LAKE WORTH, FLORIDA 33461                  (OWNER/LESSOR OF PREMISES)</p>	<p><b>CANCELLATION</b></p> <p>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.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
---	---





July 9, 2007

insuring the world's fun.

Palm Beach County Parks & Recreation Dept

Re: Youth Enrichment Services, Inc

To Whom It May Concern:

Per my conversation with Palm Beach County staff regarding clarifying of the named insured as DBA on the Youth Sports Camp & Clinic certificate of insurance. This program is a Risk Purchasing Group program and under this policy we pool every insured under one master policy, each with individual limits. The master policy itself is named "Sports Leisure & Entertainment RPG," the DBA is then listed, which is the actual named insured not an actual DBA. Per the insurance commission we are required to list as such for the RPG program. Our forms are filed ISO forms and we can not change them.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Tami Eliason".

Tami Eliason  
Associate Underwriter  
K&K Insurance Group, Inc  
800-426-2889 ext 5851  
Fax-260-459-5105  
Email:Tami\_Eliason@kandkinsurance.com

1712 Magnavox Way, P.O. Box 2338  
Fort Wayne, IN 46801-2338  
800-637-4757 Fax: 260-459-5866  
[www.kandkinsurance.com](http://www.kandkinsurance.com)  
California License #0334819

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/07

PRODUCER Federal Insurance, Inc.  
3564 South Military Trail  
Lake Worth, FL 33483  
Phone (561)965-2200 Fax (561)965-2377

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  
INSURER A: Northfield Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED Seretha George DBA:  
Top Performance Basketball Co. Inc  
310 North Olive Ave.  
West Palm Beach, FL 33401

**COVERAGES**

THE POLICIES OF INSURANCE LISTED 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. LTR.	ADDL. INSR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b>				
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	07-0630	06/01/07	06/01/08	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG 1,000,000
A	<input checked="" type="checkbox"/>	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				
		<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>				
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		<b>AUTOMOBILE LIABILITY</b>				
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)
		<input type="checkbox"/> NON OWNED AUTOS				AUTO ONLY - EA ACCIDENT
		<b>GARAGE LIABILITY</b>				OTHER THAN EA ACC
		<input type="checkbox"/> ANY AUTO				AUTO ONLY: Agg
		<b>EXCESS LIABILITY</b>				EACH OCCURRENCE
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				<input type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTH ER
		<input type="checkbox"/> RETENTION				E.L. EACH ACCIDENT
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				E.L. DISEASE - EA EMPLOYEE
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?				E.L. DISEASE - POLICY LIMIT
		If yes, describe under SPECIAL PROVISIONS below				
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Certificate holder also named additional insured

**CERTIFICATE HOLDER**

Palm Beach County  
301 North Olive Ave.  
West Palm Beach, FL 33401

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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  
Federal Insurance

ACORD 26 (2001/00)

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**Youth Enrichment Services, Inc.**  
*Say "Y.E.S." to Educating, Inspiring, & Uplifting Youth*

Recreational Assistance Program

July 6, 2007

To whom it may concern:

Youth Enrichment Services, Inc. is not required to carry workman's compensation. Thank you.

Sincerely yours,

Regina Gibbs  
President