

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 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 Best of the Rest Stars, Inc. for the period October 16, 2007, through March 31, 2008, in an amount not-to-exceed \$10,000 for funding of the 2007 Youth Fest Sports Festival.

Summary: This funding is to help offset the costs of the 2007 Youth Fest Sports Festival held at the Palm Beach Community College Lake Worth Campus on September 22, 2007. The Event attracted approximately 400 youth participants. 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 3 (AH)

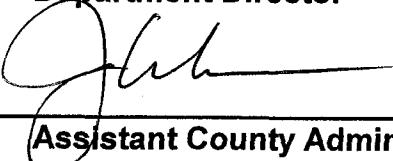
Background and Justification: Best of the Rest Stars, Inc. is a not-for-profit organization whose mission is to develop student athletes/youth as positive role models, offer opportunities for exposure and skill development for scholarships, enhance individual and team development through positive social interaction and sportsmanlike competition, offer educational programs with motivational speakers, train youth in academic planning and critical thinking skills, and develop leadership skills and social interaction among youth/student athletes to foster acceptance of cultural differences and increase racial harmony and non-violence. The Youth Fest Sports Festival is an annual event. Festival activities include face painting, motivational basketball clinic, basketball shooting contest, dribbling races, dance performance, music/entertainment, radio personalities, celebrity speakers, luncheon, prize drawings, and celebrity performances, such as the Miami Extreme Heat basketball team.

The total estimated cost of the 2007 Youth Fest Sports Festival was approximately \$27,975 for Youth Fest souvenir booklets, t-shirts, lodging, prizes, event staff, speaker and entertainment expenses, awards, basketball clinic costs, postage, telephone, radio commercial advertisements, insurance, FedEx and Kinko expenses, photographer, lunch costs, officials, consultant, Youth Fest director fees, and other miscellaneous expenses associated with the Event. The \$10,000 from RAP – District 7 will help offset a portion of these costs. The Agreement has been executed on behalf of Best of the Rest Stars, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

9/20/07
Date

Approved by: 
Assistant County Administrator

10/1/07
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND BEST OF THE REST
STARS, INC. FOR THE 2007 YOUTH FEST SPORTS FESTIVAL**

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 Best of the Rest Stars, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Best of the Rest".

WITNESSETH:

WHEREAS, Best of the Rest is a not-for-profit organization whose mission is to develop student-athletes/youth as positive role models, offer opportunities for exposure and skill development for scholarships, enhance individual and team development through positive social interaction and sportsmanlike competition, offer educational programs with motivational speakers, train youth in academic planning and critical thinking skills, and develop leadership skills and social interaction among youth/student-athletes to foster acceptance of cultural differences and increase racial harmony and non-violence; and

WHEREAS, Best of the Rest sponsors the annual Youth Fest Sports Festival; and

WHEREAS, the 2007 Youth Fest Sports Festival took place on September 22, 2007, at Palm Beach Community College Lake Worth Campus gymnasium, and attracted approximately 300-500 youth from throughout the County; and

WHEREAS, the event included activities such as face painting, motivational basketball clinic, basketball shooting contest, dribbling races, dance performance, music/entertainment, radio personalities, celebrity D.J. speakers, luncheon, prize drawings, performances by the Miami Heat Extreme Team, Disney's World High Voltage, Miami Heat Burnie, and celebrities such as Don King and Billie Thompson; and

WHEREAS, the cost of the 2007 Youth Sports Fest was approximately \$27,975 for Youth Fest souvenir booklets, t-shirts, lodging, special prizes for drawing, public gift cards, racetrack gas cards, grand prizes, event staff, Extreme Team and Burnie expenses, thank you and appreciation awards, motivational basketball clinic, postage, telephone, radio commercial advertisements, insurance, fed ex and Kinko's expenses, photographer, children's lunch, VIP luncheon, game officials, event staff, prizes, consultant and Youth

Fest Director fees, and other miscellaneous expenses associated with the Youth Fest Sports Festival; and

WHEREAS, Best of the Rest has requested that County provide \$10,000 to help offset the cost of producing the 2007 Youth Fest Sports Festival; and

WHEREAS, funding to help offset Best of the Rest's costs for the 2007 Youth Fest Sports Festival in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, recreational and motivational 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 \$10,000 to Best of the Rest to help offset costs for the 2007 Youth Fest Sports Festival for Youth Fest souvenir booklets, t-shirts, lodging, special prizes for drawing, public gift cards, racetrack gas cards, grand prizes, event staff, Extreme Team and Burnie expenses, thank you and appreciation awards, motivational basketball clinic, postage, telephone, radio commercial advertisements, insurance, fed ex and Kinko's expenses, photographer, children's lunch, VIP luncheon, game officials, event staff, prizes, consultant and Youth Fest Director fees, and other miscellaneous expenses associated with the Youth Fest Sports Festival, 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 Best of the Rest 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 Best of the Rest. Said information shall list each invoice paid by Best of the Rest and shall include the vendor invoice number; invoice date; and the amount paid by Best of the Rest along with the number and date of

the respective check or proof of payment for said payment. Best of the Rest shall attach a copy of each vendor invoice paid by Best of the Rest 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, Best of the Rest's Program Administrator and Project Financial Officer shall certify the total funds spent by Best of the Rest on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Best of the Rest and approved by Best of the Rest as indicated.

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

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

8. The term of this Agreement shall be until March 31, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Best of the Rest is in default of its obligations under this Agreement, the County shall provide Best of the Rest thirty (30) days written notice to cure the default. In the event Best of the Rest 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 Best of the Rest for the Project deemed to be in

default and Best of the Rest shall return any County RAP funds already collected by Best of the Rest 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. Best of the Rest shall complete the Project by December 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2007, through December 31, 2007. Best of the Rest shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 31, 2008. Upon written notification to County at least ninety (90) days prior to that date Best of the Rest may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Best of the Rest's request for said extension.

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

13. Best of the Rest 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 Best of the Rest. 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 Best of the Rest 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, Best of the Rest 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 Best of the Rest, 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 Best of the Rest is eligible to receive reimbursement from the County.

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

Commercial General Liability. Best of the Rest 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. Best of the Rest shall provide this coverage on a primary basis.

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

Additional Insured. Best of the Rest 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." Best of the Rest shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Best of the Rest 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 Best of the Rest 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 Best of the Rest enter into such an agreement on a pre-loss basis.

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

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

19. The County and Best of the Rest 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, Best of the Rest 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 Best of the Rest:

President
Best of the Rest Stars, Inc.
P.O. Box 162622
Miami, FL 33116

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:

Susan W. Yenge

Terrence Finnett

BEST OF THE REST STARS, INC.
FEI Number: 650479576

By: *Susan Summons*

Name (Type or Print)
CEO - President

Title
Susan Summons

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Dennis Eshleman*

Dennis L. Eshleman, Director
Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Best of the Rest Stars, Inc. Inc.**
Mailing Address: **P.O. Box 162622 * Miami * Florida * 33116**
Federal Employer Identification Number: **650479576**

Name of President: **Susan Summons**

Name of Executive Director: **Susan Summons**

Project/Project Liaison Information:

Name: **Susan Summons**
Telephone #: **cell# 786-223-9951 or office# (305) 383-4340**
Fax #: **(305) 383-3668**
e-mail: **spsummons@aol.com**

Purpose/Mission of Agency: **Develop student-athletes/youth as positive roles models, offer opportunities for exposure and skill development for scholarship, enhance individual and team development through positive social interaction and sportsmanlike competition, to offer educational programs with motivational speakers, train youth in academic planning, and critical thinking skills, and to develop leadership skills and social interaction among youth/student-athletes to foster acceptance of cultural differences and increase racial harmony and non-violence.**

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **2007 Youth Fest Sports Festival**
2. Project/ Program Description **Best of the Rest hosted Youth Fest 2007 a community recreational event(Event) on September 22, 2007.**
 - General (Project Scope): **The event includes sports festival activities like face painting, motivational basketball clinic, basketball shooting contest, dribbling races, dance performance, music entertainer, radio personalities, celebrity D.J., speakers, luncheon, radio commercial advertisement, drawstring bags, t-shirts, special prize drawings(Ipods, DVD, CD, MP3, and more) The Miami Heat Extreme Team, Disney's World High Voltage, Miami Heat Burnie, Celebrities like Don King, NBA Billie Thompson and much more.**
 - Public Purpose: **Special recreational event for youths that help to deter socially destructive behaviors.**
 - Location and Date of Event: **September 22, 2007, 8:30am-4:00pm At Palm Beach Community College-Lake Worth Campus gymnasium.**
 - Anticipated Number of Participants/Users:**300-500 youths from all over the County.**
3. Project/Program Elements: **List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts. Yfest Souvenir Booklets; YFest t-shirt; Lodging; Special Prizes for Drawing; Publix Gift Cards, Racetrac Gas Cards, Grand Prizes; Event Staff; Extreme Team and Burnie, Thank you and Appreciation Awards; Motivational Basketball Clinic; Postage; Telephone; Radio Commercial Advertisement; Consortium Insurance, Insurance; FedExKinkos; Photographer; Children's Lunch; VIP Luncheon; Yfest Souvenir Booklets; Game Officials, Event staff; Prizes and Consultant and Youth Fest Director Fees.**
4. Estimated Lump Sum Total for Project/Program **\$ 27,975.00**

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid). Jan 1
6. 2007 _____ to December 31, 2007 _____
month/day/year month/day/year

(Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments - Certificate of Insurance: YES _____
(ATTACHED)

7. Additional Comments if desired:

Amount of Recreation Assistance Program Funding awarded \$ 10,000 _____
District 7 _____
(filled in by County)

Form available online by request. Contact Susan Yinger at 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)	_____	_____
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 _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
FOR SERVICE CALL:
McKinley Financial Services, Inc.
 545 North Andrews Avenue
 Fort Lauderdale, FL 33301-3214
 954-938-2685 / 954-938-2695
 E-mail: gblanks@mckinleyinsurance.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Sports and Recreation Providers Assn. Risk Management, Inc.
Best Of The Rest Stars, Inc.
 P.O. Box 162622
 Miami, FL 33116

COMPANIES AFFORDING COVERAGE

COMPANY A	Capitol Specialty Insurance Corporation
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGE
 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
A	GENERAL LIABILITY	CS00217968	6/02/07	6/02/08 12:01 AM	GENERAL AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMPIOP AGG \$ 2,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000.00
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT INCLUDES ATHLETIC PARTICIPANTS				EACH OCCURRENCE \$ 1,000,000.00
					FIRE DAMAGE (Any one fire) \$ 100,000.00
					MED EXP (Any one person) \$ 5,000.00
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				OTH-ER
	OTHER				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 POLICY DEDUCTIBLE: \$0.00 PER CLAIM.
 1996 ISO OCCURRENCE FORM (11-88) AND COMPANY'S SPECIFIC FORM.

Certificate Holder Is An Additional Insured, But Only As Regards The Operations Of The Named Insured.

CERTIFICATE HOLDER
 Palm Beach County
 c/o Parks & Recreation Department
 2700 Sixth Avenue South
 Lake Worth, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John W. Frazier

YOUTH FEST SPORTS FESTIVAL



September 4, 2007

Susan Yinger
Recreation Assistance Program Manager
Palm Beach County Parks and
Recreation Department
West Palm Beach, Florida

**RE: Agenda Item for October 16, 2007 – Best of the Rest Stars – 2007 Youth Fest-
Workmen's Compensation Letter**

Dear Susan:

First, let me express my sincere thanks for your prompted attention and response in this matter. With that said, Best of the Rest Stars, Inc. is a non-profit organization and currently only maintains four employees including myself.

The organizations event, projects and fundraisers are seasonal and we only maintain three employees on a seasonal and part-time basis therefore our organization does not require workmen's compensation for its part-time and seasonal staff and is also not required to file.

Thanking you in advance for your time and consideration. I'm looking forward to working with you in future projects. Have a wonderful day!

Respectfully,


Susan Summons
CEO & President

"Creating Champions One Child At A Time"

Best of the Rest Stars, Inc. is a tax-exempted non profit
organization under section 501 © (3) of the Internal Revenue Code.
P.O. Box 162622* Miami, Florida*33116* Tel.#(305) 383-4340*(561) 276-1350
Donors may deduct contributions to the organization as provided in section 170 of the code