

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2008

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 Palm Beach County XXtreme Heat, Inc. for the period January 15, 2008, through March 1, 2008, in an amount not-to-exceed \$12,100 for funding of Girls U14 traveling basketball team tournament expenses.

Summary: This funding is to help offset the costs for the XXtreme Heat's Girls U14 participation in the AAU National Championship Tournament held in Salem, Virginia. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to February 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)


Background and Justification: Palm Beach XXtreme Heat, Inc. is a not-for-profit organization whose mission is to help team members achieve excellence athletically as well as academically through participating in the Girls Traveling Basketball Team program. XXtreme Heat sponsors two girls traveling basketball teams that play an average of two local and statewide basketball tournaments. The U14 team was the only girl's basketball team invited to participate in the AAU Girls 14 & Under National Championship in Salem, Virginia. The National Championship tournament took place from July 19, 2007, through July 29, 2007. The RAP funding is to offset the cost of the team trip to Virginia to participate in this prestigious tournament.

The total estimated cost to participate in the tournament was \$12,100 for contractual services (charter buses and hotel), uniforms, insurance, registration fees, and other miscellaneous trip expenses. Funding from RAP – District 7 offsets those costs. The Agreement has been executed on behalf of Palm Beach XXtreme Heat, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

12-14-07
Date

Approved by: 
Assistant County Administrator

12-28-07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>12,100</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>12,100</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-R907-131-8201 \$12,100

C. Departmental Fiscal Review:

in-kind match

III. REVIEW COMMENTS

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

Jan Durl 12-21-07
 OFMB *SS* *12/21/07* *SA* *12/22/07* *12/18/11*
John J. Jacoby 12/27/07
 Contract Development and Control
12/26/07

B. Legal Sufficiency:

Anne Delgado 12-28-07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY
XXTREME HEAT, INC. FOR GIRLS U14 TRAVELING BASKETBALL TEAM
TOURNAMENT EXPENSES**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Palm Beach County XXtreme Heat, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "XXtreme Heat".

W I T N E S S E T H:

WHEREAS, the mission of XXtreme Heat is to help team members achieve excellence athletically as well as academically through participation in the Girls Traveling Basketball Team Program; and

WHEREAS, XXtreme Heat sponsors two girls traveling basketball teams that play an average of two local and statewide basketball tournaments per month; and

WHEREAS, XXtreme Heat's goals for its girls traveling basketball teams are to train and coach girls in the sport of basketball and to enhance the girls' self esteem through their participation in local and state tournaments, fundraising activities for tournaments, recognition activities, and tutoring activities; and

WHEREAS, XXtreme Heat's U14 Team was the only Girls' basketball team invited to participate in the AAU Girls 14 & Under National Championship in Salem, Virginia (the "Tournament"); and

WHEREAS, the trip to Virginia to participate in the Tournament took place from July 19, 2007, to July 29, 2007; and

WHEREAS, Tournament costs were approximately \$12,100 for contractual services (charter buses and hotel), uniforms, insurance, registration fees, and other miscellaneous trip expenses; and

WHEREAS, XXtreme Heat has requested \$12,100 from Palm Beach County to help offset costs for the Tournament; and

WHEREAS, County desires to provide funding to XXtreme Heat for Tournament costs; and

WHEREAS, funding for the Tournament in an amount not to exceed \$12,100 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, athletic programs for youth and youth representing Palm Beach County at national events serve a public purpose; 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 \$12,100 to XXtreme Heat for the Tournament for contractual services (charter buses and hotel), uniforms, insurance, registration fees, and other miscellaneous trip expenses, 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 XXtreme Heat 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 XXtreme Heat. Said information shall list each invoice paid by XXtreme Heat and shall include the vendor invoice number; invoice date; and the amount paid by XXtreme Heat along with the number and date of the respective check and/or proof of payment for said payment. XXtreme Heat shall attach a copy of each vendor invoice paid by XXtreme Heat along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, XXtreme Heat's Program Administrator and Project Financial Officer shall certify the total funds spent by XXtreme Heat on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by XXtreme Heat and approved by XXtreme Heat as indicated.

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

6. XXtreme Heat agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to race, color, religion, disability, sex, age, national origin, residency, ancestry, marital status, or sexual orientation.

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

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

9. The parties agree that, in the event XXtreme Heat is in default of its obligations under this Agreement, the County shall provide XXtreme Heat thirty (30) days written notice to cure the default. In the event XXtreme Heat 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 XXtreme Heat for the Project deemed to be in default and XXtreme Heat shall return any County RAP funds already collected by XXtreme Heat 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. XXtreme Heat shall complete the Project by November 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 1, 2007, through November 30, 2007. XXtreme Heat 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 1, 2008. Upon written notification to County at least ninety (90) days prior to that date XXtreme Heat may request an extension beyond this

period for the purpose of completing the Project

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

13. XXtreme Heat 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 XXtreme Heat. 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 XXtreme Heat 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, XXtreme Heat 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 XXtreme Heat, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also apply for the period prior to the Agreement for which XXtreme Heat is eligible to receive reimbursement from the County.

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

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

Automobile. Should XXtreme Heat use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include XXtreme Heat and Palm Beach County as Additional Insured.

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

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

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

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

18. XXtreme Heat 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 XXtreme Heat, County shall have the right to inspect and audit said books, records,

documents and other evidence during normal business hours.

19. The County and XXtreme Heat 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, XXtreme Heat certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to XXtreme Heat:

President
Palm Beach XXtreme Heat, Inc.
1486 N. Mangonia Drive
West Palm Beach, FL 33401

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:

Deirdre Jacobs

Carla Knight

PALM BEACH COUNTY XXTREME HEAT, INC.
FEI NUMBER: 20-1957126

By: TANYA DALL

Name

President

Title

Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

BACKGROUND INFORMATION

Name and address of Agency: ^{County}

Agency Name: Palm Beach ~~XXtreme Heat, Inc.~~

Mailing Address: c/o 1486 N. Mangonia Drive, West Palm Beach, FL 33407

Federal Employer Identification Number: 207957126

Name of President: Tanya Daffin

Name of Executive Director:

Project/Project Liaison Information:

Name: Palm Beach County XXtreme Heat

Telephone #: (561) 310-1625 or (561) 602-1188

Fax #:

e-mail: tangie1486@aol.com

Purpose/Mission of Agency: To train teams of girls in basketball fundamentals; to coach the teams (14 & under) national competition, to provide tutoring service for players, to enhance participants' self-esteem, to provide interaction opportunities with other athletes, to involve participants with fund raising, to provide recognition

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Tournament Costs ^{Girls AAU 14U}

2. Project/ Program Description

• General (Project Scope):

• Public Purpose:

to benefit participants' academic and athletic skills

• Location:

Trip to Salem, Roanoke and Troutville, Virginia

• Anticipated Number of Participants/Users:

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.

registration fees, and other miscellaneous expenses ^{contractual services, basket ball shoes, uniforms, insurance, (charter buses and hotel),}

4. Estimated Lump Sum Total for Project/Program \$ 12,100

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).

February 1, 2007 to November 30, 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: X

7. Additional Comments if desired:

Amount of Recreation Assistance Program Funding awarded \$ 12,100

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



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: _____

Submittal #: _____

Date: _____

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher	
			Number	Date
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____

Invoice		Amount	Expense Description
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

To: **Susan Pinger**
 Company: **PBC Dept. of Parks & Rec.**
 Location: _____
 Fax #: **963-6747** Telephone #: _____
 From: **Coach McCreary**
 Company: **PBC Xtreme Heat**
 Location: _____ Dept. Charge: _____
 Fax #: _____ Telephone #: _____
 Original Disposition: Destroy Return Call for pickup

**CERTIFICATE OF LIABILITY INSURANCE
 AMATEUR ATHLETIC UNION OF THE U.S., INC.**

CERTIFICATE HOLDER						
Palm Beach County Parks & Recreation Department 2700 6th Avenue, South Lake Worth, FL 33461						
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.						
PRODUCER	INSURED	CLUB	AAU DISTRICT			
Fry Insurance Group Inc. PO Box 1030 Exeter, NH 03833	Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 10000 Lake Buena Vista, FL 32830-1000	Palm Beach County Xtreme Heat 1486 N. Mangonia Drive West Palm Beach, FL 33401 FCBW385KB7	Florida Gold Coast FLORIDA GOLD COAST AAU KATHY ALVAREZ P.O. BOX 540203 OPA LOCKA, FL 33054			
COMPANIES AFFORDING COVERAGE						
Company A Lexington Insurance Company Company B National Union Insurance Company			Company C American International Specialty Lines Insurance Company			
COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies). Limits shown may have been reduced by paid claims.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES / \$ LIMITS	
C	Participant Accident	SGR-9101737	9/1/06 12:01 AM.	9/1/07 12:01 AM.	Accident Medical Accidental Death and Dismemberment	50,000 5,000
A	General Liability	6992640	9/1/06 12:01 AM.	9/1/07 12:01 AM.	Each Occurrence Limit General Aggregate Limit Per Club Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Fire Damage to premises Rented to You (Any One Premises) Medical Expenses Limit (Any One Person)	1,000,000 3,000,000 1,000,000 1,000,000 1,000,000 5,000
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS						
This certificate insures the above AAU CLUB for their direct sole negligence only. The certificate holder is not an additional insured. In order for coverage to apply to non-AAU sanctioned competitions, the entire competing team and coach must be AB cardholders. For individual competitions, each competing individual member must be an AB cardholder; such members may participate without a coach or other club members. The competition must be formally scheduled, supervised, and conducted by a recognized sports association, sports organization, civic group, or school. Such competitions shall be conducted in accordance with the technical rules of competition as established by the various associations, organizations, groups, and schools. Coverage will not extend to any unsupervised informal competition of unsupervised practice, or to any non AAU sanctioned competitions hosted or conducted by AAU clubs.						
CANCELLATION - Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days' written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.						

[Signature]
 Authorized Representative

DATE ISSUED: 07/19/2006
 Event Code: 7KFCBW9Y95
 Certificate No. 20070182
 Non-Sanction AB Third Party Certificate

5

FORMS A PART OF POLICY NO.: 6992640

ISSUED TO: AMATEUR ATHLETIC UNION OF THE UNITED STATES, INC., ET AL

BY: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ADDITIONAL INSUREDS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium of \$N/A it is hereby agreed the following are added as Additional Insureds.

Co-promoters

Sponsors

Landlords

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.



Authorized Representative

72984(4/99)

JUL-19-2007 16:47

97%

P.02

Fax

To: Dick Cohen From: J. in Foy
 Fax: 561-233-5420 Pages: 2
 Phone: _____ Date: 7-19-07
 Re: AAU GL Policy # 6992640 CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Dick
 Copy of AAU Endorsement
 additional insureds for your
 file

Jin

72934 Spinn as credit INSUR

The documents accompanying this telecopy transmission contain information which is confidential or privileged. This information is intended to be for the use of the addressed individual or entity only. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this telecopied information is prohibited. If you received this transmission in error, please notify us by telephone immediately so that we can arrange for the retrieval of the documents at no cost to you.

From: Dick Cohen
To: Veronica Kinnett
Date: 7/19/2007 4:39 PM
Subject: Re: Palm Beach XXTreme Heat Certificate

Coverage is OK. I've discussed the COI with Foy Insurance and they are faxing me a copy of a portion of the insurance policy confirming that "sponsors" as well as certain other entities are automatically additional insureds

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420
(C)561-373-8336

>>> Veronica Kinnett 7/19/2007 3:55 PM >>>
Please find attached. Thanks. Have a great evening.

Veronica J. Kinnett
Fiscal Specialist II
Palm Beach County
Parks & Recreation Dept.
(561) 966-6637 PH
(561) 242-7060 FX
vkinnett@co.palm-beach.fl.us

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2007

PRODUCER (800) 333-7754 x3140, Fax (321) 757-6182
Rodes-Roper-Love
Insurance Agency
158 N. Harbor City Blvd.
Malbourne FL 32935

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
PALM BEACH CHARTER CORP
DBA: VIP CHARTERS
901 W. 15TH STREET
RIVIERA BEACH FL 33404

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lincoln General Ins	
INSURER B: AIG (US)	
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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	LPA102038-03	10/08/2006	10/08/2007	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 \$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROS. SUBJECT <input type="checkbox"/> LOC.				
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	LEA102038-03	10/08/2006	10/08/2007	COMBINED SINGLE LIMIT (EA accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC955820100	08/10/2006	08/10/2007	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder is named as additional insured with respect to Automobile Liability & General liability with respects to the named insureds operations.

CERTIFICATE HOLDER

(561) 963-6747
P.B.CO. XTREAM HEAT
P.B. CO. PARKS & RECREATION DEPT.
ATTN: SUSAN YINGER
2700 6TH AVE., SOUTH
LAKE WORTH, FL 33461

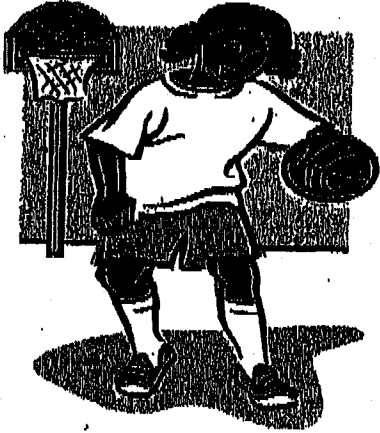
CANCELLATION

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

INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Phillip Love/EA



Palm Beach County
XXTRME HEAT
GIRLS TRAVELIN' BASKETBALL TEAM



February 1, 2007

Dennis L. Eshleman, Director
Palm Beach County
Parks and Recreation Department
2700 6th Avenue, South
Lake Worth, FL 33461

Dear Mr. Eshleman:

Thank you very much for working with us. This has truly been a learning experience for us and Ms. Yinger's patience and understanding really helped us. We appreciate it.

Worker's Compensation

Since we do not have paid employees for our basketball team, we are not required by the State of Florida to carry worker's compensation insurance and have elected not to purchase this coverage.

Should you have questions, please feel free to contact us at 602-1188 (Coach McCray) or myself at 310-1625.

Sincerely,


Taryn Daffin, President
Palm Beach County XXtreme Heat

Attachments

c: ~~Sharon Yinger, Administrative Support Manager, Parks and Recreation Department~~

"Working with the Community to help our children to achieve Excellence"