Agenda Item #: 3.M.1.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

| Meeting Date: | September 23, 2008       | [X] Consent [ ] Ordinance | [ ] Regular<br>[ ] Public Hearing |
|---------------|--------------------------|---------------------------|-----------------------------------|
| D             | Danier and Danier office |                           |                                   |

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 Greater Boca Youth Soccer Association, Inc. for the period September 23, 2008, through April 30, 2009, in an amount not-to-exceed \$15,250 for the funding of concession stand and field equipment expenses.

**Summary:** This funding is to assist Greater Boca Youth Soccer Association, Inc.'s recreational and soccer program concession stand and field equipment expenses. Greater Boca Youth Soccer Association's programs serve approximately 1,500 youth in the south County area. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to August 15, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. <u>District 5</u> (AH)

**Background and Justification:** Greater Boca Youth Soccer Association, Inc. is a not-for-profit organization whose mission is to provide a safe, fun, and educational soccer program for youth of the community. Greater Boca Youth Soccer Association's recreational and competitive soccer programs take place at Logger's Run and South County Regional Parks.

Greater Boca Youth Soccer Association has requested \$15,250 to assist with expenses for the purchase of equipment for the concession stand, goals, training equipment, and other miscellaneous expenses relating to its program. The \$15,250 from District 5 RAP funding will offset the expenses for the requested concession stand and field equipment expenses. The Agreement has been executed on behalf of Greater Boca Youth Soccer Association, Inc., and now needs to be approved by the Board of County Commissioners.

Recommended by:

| Sold | State | Stat

sistant County Administrator

### **II. FISCAL IMPACT ANALYSIS**

| A. Five Year Summary of   | Fiscal Impac  | t:                       |  |                          |                          |  |  |  |  |  |
|---|---|--------------------------|--|--------------------------|--------------------------|--|--|--|--|--|
| Fiscal Years  | 2008  | 2009                     | 2010   | 2011                     | 2012                     |  |  |  |  |  |
| Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) | 15,250<br>-0-<br>-0-<br>-0-<br>-0-                      | -0-<br>-0-<br>-0-<br>-0- | -0-<br>-0-<br>-0-<br>-0-                                 | -0-<br>-0-<br>-0-<br>-0- | -0-<br>-0-<br>-0-<br>-0- |  |  |  |  |  |
| NET FISCAL IMPACT   | <u>15,250</u>   | 0                        | 0  | 0                        | 0                        |  |  |  |  |  |
| # ADDITIONAL FTE POSITIONS (Cumulative)   |   |                          | . ———  |                          |                          |  |  |  |  |  |
| Is Item Included in Currer<br>Budget Account No.:   | nt Budget? Yo<br>Fund <u>3600</u><br>Object <u>8201</u> | Department .             |  | <u>15</u>                |                          |  |  |  |  |  |
| B. Recommended Source   | es of Funds/S   | Summary of Fi            | scal Impact:   |                          |                          |  |  |  |  |  |
| FUND: Park Improve<br>UNIT: RAP/Transpo   |   |                          |  |                          |                          |  |  |  |  |  |
| 3600-583-R915-002-8201 \$15,250   |   |                          |  |                          |                          |  |  |  |  |  |
| C. Departmental Fiscal F  | Review:   | kopelakis                |  |                          | _                        |  |  |  |  |  |
|   | III. RI   | EVIEW COMM               | IENTS  |                          |                          |  |  |  |  |  |
| A. OFMB Fiscal and/or C   | ontract Devel   | opment and (             | Control Comme  | ents:                    |                          |  |  |  |  |  |
| aprillett 9.  | 4.08<br>Chlor   |                          | Auri J   |                          | 13 9/s/08                |  |  |  |  |  |
| B. Legal Sufficiency:   | <i>ે</i> વૃારાષ્ટ                                       | 0.                       | This Contract components of the contract review requires | plies with our           | ð8-                      |  |  |  |  |  |
| Assistant County Attorn   | 9/8/08<br>ey  |                          |  |                          |                          |  |  |  |  |  |
| C. Other Department Re  | view:   |                          |  |                          |                          |  |  |  |  |  |
|   |   |                          |  |                          |                          |  |  |  |  |  |
| Department Director   |   |                          |  |                          |                          |  |  |  |  |  |

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP07-08\District 5\Greater BocaYouth Soccer Association,Inc\Agenda.doc

# AGREEMENT BETWEEN PALM BEACH COUNTY AND GREATER BOCA YOUTH SOCCER ASSOCIATION, INC. FOR CONCESSION STAND AND FIELD EQUIPMENT 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 Greater Boca Youth Soccer Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as "GBYSA".

#### WITNESSETH:

WHEREAS, GBYSA is a not-for-profit organization whose mission is to provide a safe, fun, and educational sports program to the youth of the community through soccer; and

WHEREAS, GBYSA offers recreational and competitive soccer programs at Logger's Run and South County Regional Park for approximately one thousand five hundred (1,500) youth; and

WHEREAS, GBYSA has requested that County provide \$15,250 to assist with the purchase of equipment for the concession stand, goal, training equipment, and other miscellaneous expenses relating to its programs; and

WHEREAS, funding for GBYSA's expenses for soccer program equipment in an amount not-to-exceed \$15,250 is available from the Recreation Assistance Program (RAP)

— District 5; and

WHEREAS, sports related programs for youth serve a public benefit; and WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

- 1. County agrees to fund an amount not-to-exceed \$15,250 to GBYSA to help offset costs for the purchase of equipment for the concession stand, goals, training equipment, and other miscellaneous expenses related to the soccer program, as described in Exhibit "A" attached hereto and incorporated herein, and hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to GBYSA 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 GBYSA. Said information shall list each invoice paid by GBYSA and shall include the vendor invoice number; invoice date; and the amount paid by GBYSA along with the number and date of the respective check or proof of payment for said payment. GBYSA shall attach a copy of each vendor invoice paid by GBYSA 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, GBYSA's Program Administrator and Project Financial Officer shall certify the total funds spent by GBYSA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by GBYSA and approved by GBYSA as indicated.
- 3. GBYSA incurred expenses for the Project beginning on August 15, 2008. Those costs incurred by GBYSA for the Project, approved and submitted accordingly by GBYSA subsequent to August 15, 2008, 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 GBYSA 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. GBYSA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. GBYSA 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. GBYSA shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until April 30, 2009, commencing upon the date of execution by the parties hereto.
  - 9. The parties agree that, in the event GBYSA is in default of its obligations under

this Agreement, the County shall provide GBYSA thirty (30) days written notice to cure the default. In the event GBYSA 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 GBYSA for the Project deemed to be in default and GBYSA shall return any County RAP funds already collected by GBYSA 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. GBYSA shall complete the Project by January 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 15, 2008, through January 30, 2009. GBYSA shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before April 30, 2009. Upon written notification to County at least ninety (90) days prior to that date GBYSA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny GBYSA's request for said extension.
- 12. In the event GBYSA 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 GBYSA. The determination that GBYSA has ceased or suspended the Project shall be made by County and GBYSA agrees to be bound by County's determination.
- 13. GBYSA 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 GBYSA. 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 GBYSA 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, GBYSA 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 GBYSA, 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 GBYSA is eligible to receive reimbursement from the County.

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

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, GBYSA 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, GBYSA shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. GBYSA 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 GBYSA, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

- 19. The County and GBYSA 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, GBYSA 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 GBYSA:

President Greater Boca Youth Soccer Association, Inc. 9749 Court of the Oranges Boca Raton, FL 33434

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<br>BOARD OF COUNTY COMMISSIONERS                                       |  |  |  |  |
|--|---|--|--|--|--|
| By: Deputy Clerk   | By:<br>Commissioner Addie L. Greene,<br>Chairperson   |  |  |  |  |
| WITNESSES:  Juan W. Juan  Juan | BOCA RATON YOUTH SOCCER ASSOCIATION, INC. FEI Number: 650748756  By: ARTHUR BIRNBAUM Name (Type or Print) |  |  |  |  |
|  | Title Box Signature   |  |  |  |  |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY  | APPROVED AS TO TERMS AND CONDITIONS   |  |  |  |  |
| By: County Attorney  | By: Dennis L. Eshleman, Director Parks and Recreation Department  |  |  |  |  |

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

Name of Agency: Greater Boca Youth Soccer Association, Inc.

Mailing Address: 9749 Court of the Oranges, Boca Raton, FL 33434

Federal Employer Identification Number: 650748756

Name of President: ARTHUR BIRNBAUM

Name of Executive Director: Project Liaison Information:

Name: ARTHUR BIRUBAUM
Telephone #: 561-789-5587

Fax #: 561-487-7040

e-mail: ABIRNB 2550@ AOL.COM

Purpose/Mission of Agency: TO PROVIDE A SAFE, FUNGEDUCATIONAL SPERTS PROGRAM TO THE YOUTH OF OUR COMMUNITY THROUGH SOCCER, BOTH RECREPTIONAL & COMPETATIVE PLAYERS AGES 5-18 YRS OLD.

#### **PROJECT INFORMATION**

1. Name of Project: Concession Stand and field equipment expenses

2. Project Description

- General (Project Scope): PURCHASE EQUIPMENT FOR CONCESSION STAND & PURCHASE GOALS + TRAINING EQUIPMENT.
- Public Purpose:
- Location and Date: LOGGERS' RUN PARK. SOUTH COUNTY REGIONAL PARK.
- Anticipated Number of Participants/Users: /500
- 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.

  CONCRESION STAND ERRIPMENT & ALARM SYSTEN.

  SOCCER GOALS & RELATED TRAINING & CONDITIONING EQUIPMENT.

  Othe Miscellaneous expenses
- 4. Estimated Lump Sum Total for Project: \$ 15,250.00
- 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). Aug. 15, 2008 to Jan. 2009

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. <u>Do not submit reimbursement documentation at this time.</u> 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

Amount of Recreation Assistance Program Funding awarded

\$ 15,250 District 5 filled in by County)

**Transfer from District 5 Gas Tax** 

Form available online by request. Contact Susan Yinger at <a href="mailto:syinger@pbcgov.com">syinger@pbcgov.com</a>



Grantee: \_\_

## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### CONTRACT PAYMENT REQUEST

Date

Project Name: \_\_

| Submission #:   |                                       | Reimbursement Period:                 |   | <del></del> |
|---|---------------------------------------|---------------------------------------|---|-------------|
|   |                                       |                                       |   |             |
| Item  | <u>Key</u>                            | 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) <sup>-</sup>                      | <del></del>                           |   |             |
| TOTAL DDG 1507 0007   | _                                     |                                       |   |             |
| TOTAL PROJECT COSTS   | S _ =                                 |                                       |   |             |
| Key Legend  C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs             | Purchases                             |                                       |   |             |
| Certification: I hereby certify that the above expenses were incurred for the work identification accomplished in the attached progres reports. | ed as                                 | been maintained as requi              | rtify that the documentation has<br>red to support the project<br>and is available for audit upon |             |
| Administrator Date  |                                       | Financial Officer                     | Date  |             |
|   | · · · · · · · · · · · · · · · · · · · | PBC USE ONLY                          |   |             |
| County Funding Participation  | 2                                     | \$                                    |   |             |
| Total Project Costs To Date:  |                                       |                                       | <del> </del>  |             |
| Total Troject Costs To Date.  |                                       | Ψ,                                    |   |             |
|   |                                       | \$<br>\$                              | ······································  |             |
| County Obligation To Date   |                                       | \$                                    |   |             |
| County Obligation To Date  County Retainage ( %)  | rsed                                  |                                       |   |             |
| County Obligation To Date   | rsed                                  | \$<br>\$                              |   |             |
| County Obligation To Date  County Retainage ( %)  County Funds Previously Disbu   | rsed                                  | \$<br>\$<br>\$                        |   |             |
| County Obligation To Date  County Retainage ( %)  County Funds Previously Disbut  County Funds Due this Billing                                 |                                       | \$<br>\$<br>\$                        | Date  |             |



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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** 

| Submittal #   | •           |                  |                                       | •                                     | Contract Reimbursement Period: |                                    |   |  |   |  |
|---|-------------|------------------|---------------------------------------|---------------------------------------|--------------------------------|------------------------------------|---|--|---|--|
|   |             | Check or Voucher |                                       | Invoice                               |                                |                                    |   |  |   |  |
| ayee (Vendor/Contractor)  | Key         | Number           | Date                                  | Nu                                    | mber                           | Date                               | Amount  | Expens   | e Description                                   |  |
|   |             |                  |                                       |                                       | · -                            |                                    |   | ·  |   |  |
|   |             |                  |                                       | <u> </u>                              |                                |                                    |   |  |   |  |
|   |             |                  |                                       | · <u></u>                             |                                |                                    |   |  | ·   |  |
|   | <u> </u>    |                  |                                       | · · · · · · · · · · · · · · · · · · · | <u> </u>                       |                                    |   | <i>\$</i>  |   |  |
| · · · · · · · · · · · · · · · · · · ·                                 |             |                  |                                       |                                       |                                |                                    |   |  |   |  |
|   |             |                  | ·                                     |                                       |                                |                                    |   |  |   |  |
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|   |             | ·                |                                       |                                       |                                |                                    |   |  |   |  |
|   |             | ·                |                                       |                                       |                                |                                    |   |  |   |  |
|   |             |                  | -                                     | ·                                     |                                |                                    |   |  |   |  |
|   |             |                  |                                       |                                       | T                              | OTAL \$                            |   |  |   |  |
|   |             |                  |                                       |                                       |                                |                                    |   |  |   |  |
| Certification: I hereby certify that the paccomplishing this project. | ourchases n | oted above were  | used in                               | Certification document request.       | on: I hereby<br>tation have b  | certify that bid<br>een maintained | tabulations, executed contract as required to support the c | ct, cancelled checks, an osts reported above and | d other purchasing<br>d are available for audit |  |

Page 2 of

| RODUCER 800-526-137<br>Bollinger, Inc<br>PO Box 390<br>Short Hills, NJ 0                            |  | 73-921-2876   | ONLY AND<br>HOLDER.   | CONFERS NO  | JED AS A MATTER OF<br>RIGHTS UPON THE CE<br>TE DOES NOT AMEND<br>FFORDED BY THE POI | RTIFK<br>, EXTI | CATE<br>END OR                         |  |
|---|--|---|---|---|---|-----------------|--|--|
| NSURED  |  |   | INSURERS A  | AFFORDING CO  | /ERAGE  | N               | AIC#                                   |  |
|   |  |   | INSURER A: Ma   | rkel Insura   | nce Co  | 3.              | 8970                                   |  |
| Florida Yout  | h Soccer Assn 1                            | nc.   | INSURER B:  |   | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  |                 | <u> </u>                               |  |
| 7201 Lake E1  | lenor Drive                                |   | INSURER C:  |   | · · · · · · · · · · · · · · · · · · ·   |                 |  |  |
| Suite 200   |  |   | INSURER D:  |   |   |                 |  |  |
| Orlando, FL   | 3 <i>2809</i>                              |   | INSURER E:  |   |   |                 | · · · · · · · · · · · · · · · · · · ·  |  |
| OVERAGES  |  |   |   |   |   |                 | <del> </del>                           |  |
| THE POLICIES OF INSURA<br>ANY REQUIREMENT, TERM<br>MAY PERTAIN, THE INSUR<br>POLICIES. AGGREGATE LI | A OR CONDITION OF AN<br>ANCE AFFORDED BY T | VE BEEN ISSUED TO THE II<br>VY CONTRACT OR OTHER D<br>HE POLICIES DESCRIBED H<br>E BEEN REDUCED BY PAID | OCUMENT WITH R<br>BEREIN IS SUBJECT<br>CLAIMS.                      | RESPECT TO WHICH<br>TO ALL THE TERI                                     | H THIS CERTIFICATE MAY<br>MS, EXCLUSIONS AND CO                                     | BE ISS          | SUED OR                                |  |
| SR ADD'L<br>TRINSRO TYPE OF INS   | URANCE                                     | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YY)                                 | POLICY EXPIRATION<br>DATE (MM/DD/YY)                                    | UMIT  | s               |  |  |
| GENERAL LIABILITY   |  | 3602AH243048  |   | 06/01/2009  | EACH OCCURRENCE   | \$              | 1,000,00                               |  |
| X COMMERCIAL GI   | ENERAL LIABILITY                           |   |   |   | DAMAGE TO RENTED<br>PREMISES (Fa occurence)   | \$              | 300,00                                 |  |
| CLAIMS MA   | DE X OCCUR                                 |   |   |   | MED EXP (Any one person)  | \$              | 5,00                                   |  |
| X Incl Part   | icipants                                   |   |   |   | PERSONAL & ADV INJURY   | \$              | 1,000,00                               |  |
|   |  |   |   |   | GENERAL AGGREGATE   | \$              | 5,000,00                               |  |
| GEN'L AGGREGATE L   | i  |   |   |   | PRODUCTS - COMP/OP AGG  | \$              | 2,000,00                               |  |
| POLICY P  | T X LOC                                    |   |   |   |   |                 |  |  |
| AUTOMOBILE LIABILI  | TY   | 3602AH243048  | 06/01/2008  | 06/01/2009  | COMBINED SINGLE LIMIT<br>(Ea accident)  | \$              | 1,000,00                               |  |
| ALL OWNED AUT   | i  |   |   |   | BODILY INJURY<br>(Per person)   | \$              |  |  |
| X HIRED AUTOS X NON-OWNED AU  | тоѕ  |   |   |   | BODILY INJURY<br>(Per accident)   | \$              |  |  |
|   |  |   |   |   | PROPERTY DAMAGE<br>(Per accident)   | \$              |  |  |
| GARAGE LIABILITY  |  | •   |   |   | AUTO ONLY - EA ACCIDENT   | \$              |  |  |
| ANY AUTO  |  |   |   |   | OTHER THAN EA ACC AUTO ONLY: AGG  | \$              |  |  |
| EXCESS/UMBRELLA L   | IABILITY                                   |   |   |   | EACH OCCURRENCE   | \$              |  |  |
| OCCUR   | CLAIMS MADE                                |   |   |   | AGGREGATE   | \$              |  |  |
|   | _  |   |   |   |   | \$              |  |  |
| DEDUCTIBLE  |  |   |   |   | · · · · · · · · · · · · · · · · · · ·   | \$              |  |  |
| RETENTION   | s  |   |   |   |   | \$              |  |  |
| WORKERS COMPENSATION  | <del></del>                                |   |   |   | WCSTATU- OTH-   | <u> </u>        |  |  |
| EMPLOYERS' LIABILITY  | AND  |   |   |   | E.L. EACH ACCIDENT  | s               |  |  |
| ANY PROPRIETOR/PARTNE<br>OFFICER/MEMBER EXCLUD  | R/EXECUTIVE<br>ED?                         |   |   |   | E.L. DISEASE - EA EMPLOYEE  | <del></del>     |  |  |
| If yes, describe under  |  |   |   |   | E.L. DISEASE - POLICY LIMIT   | \$              |  |  |
| SPECIAL PROVISIONS below<br>OTHER   |  |   |   |   | E.L. DISEASE - POLICI LIMIT   | Ι Ψ             |  |  |
|   |  |   |   |   |   |                 |  |  |
| SCRIPTION OF OPERATIONS / L   | OCATIONS / VEHICLES / EX                   | LUSIONS ADDED BY ENDORSEM<br>The Soccer Assn, it  | ENT / SPECIAL PROVI   | SIONS   | <u> </u>  |                 | ······································ |  |
| <del></del>   |  | =   | -   | -   |   |                 |  |  |
| verage applies on   | ly to official,                            | sanctioned and s  | upervised ac  | tivities of   | FYSA.   |                 |  |  |
| rtificate holder<br>is certificate is   |  | litional Insured.<br>alf of: GREATER BO   | CA YOUTH SOC  | CER ASSOCIAT  | TION, INC.  |                 |  |  |
|   |  |   |   |   |   |                 |  |  |
| ERTIFICATE HOLDER   |  |   | CANCELLAT   |   |   |                 |  |  |
|   | SHOULD ANY                                 | OF THE ABOVE DESC   | RIBED POLICIES BE CANCELL   | ed bef  | DRE THE   |                 |  |  |
|   |  |   | EXPIRATION  | DATE THEREOF, THE I   | ssuing insurer will endea   | VOR TO          | MAIL                                   |  |
|   |  |   | 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, |   |   |                 |  |  |
|   | Palm Beach County BOCC                     |   |   | BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY |   |                 |  |  |
| Palm Reach C  | ounty BOCC                                 |   | BUT FAILURE   | TO MAIL SUCH NOTIC  | E SHALL IMPOSE NO OBLIGA  | TON OR          | LIABILITY                              |  |
| Palm Beach Co<br>2700 6th Ave   |  |   | 1   |   | E SHALL IMPOSE NO OBLIGA<br>ITS AGENTS OR REPRESENTA                                |                 | LIABILITY                              |  |

ACORD 25 (2001/08)

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John zSpiotta, CIC/PJT

## Greater Boca Youth Soccer Association, inc.

9749 Court of the Oranges Boca Raton, FL. 33434 (561) 487-6914

July 25, 2008

Palm Beach County Board of County Commissioners 2700 6<sup>th</sup> Avenue South Lake Worth, FL. 33461

Please be advised that the above named organization has no employees. We are a volunteer youth sports organization and are not required to be covered by Workers Compensation.

Thank You,

Arthur Birnbaum

**GBYSA** President