Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2008

[X] Consent [] Ordinance [] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

Submitted By: <u>Parks and Recreation Department</u>

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Boynton Beach Police Athletic League, Inc. for the period October 21, 2008, through December 30, 2008, in an amount not-to-exceed \$5,000 for funding of the Boynton Beach Bulldogs' trip to participate in the Youth Championship Bowl trip to Orlando.

Summary: This funding is to help offset costs for the Boynton Beach Bulldogs' trip to participate in the first annual Turkey Bowl Youth Classic Championship held in Orlando in November of 2007. Sixty-six football players from Palm Beach County participated in the event. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to November 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. <u>District 7</u> (AH)

Background and Justification: The Boynton Beach Police Athletic League, Inc. (PAL) is a not-forprofit organization whose mission is to provide free and structured recreational and educational activities, while introducing law enforcement in a positive light to ensure strong positive attitudes and relationships with the community. PAL's goal is to encourage good citizenship and maturity. PAL sponsored the Boynton Beach Bulldogs' trip to Orlando to participate in the First Annual Turkey Bowl Youth Classic Championship held in Orlando from November 21 through November 25, 2007.

The total cost of the event was approximately \$15,000 for hotel costs, food, and other miscellaneous expenses associated with the event. The \$5,000 from District 7 RAP funding will help offset a portion of the costs for the event. The Agreement has been executed on behalf of Boynton Beach Police Athletic League, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

	φ α	G1 1
Recommended by: _	Curkel	130/08
	Department Director	Date /
Approved by:	Jak	10/14/08
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	<u>5,000</u> -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	5,000	0	0	0	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	<u></u>				

Is Item Included in Current Budget? Yes X No_____ Budget Account No.: Fund <u>3600</u> Department <u>583</u> Unit <u>R907</u> Object <u>8201</u> Program <u>N/A</u>

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

FUND: Park Improvement Fund/Recreation Assistance Program UNIT: RAP/District 7

3600-583-R907-164-8201

\$5,000

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

SHIDIDOS.

ckopelakis

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

OFMB & 10/7/08 67/08

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Contract Develop 8108

This Contract complies with our contract review requirements.

Department Director

REVISED 10/95 ADM FORM 01

G.\SYINGER\RAP07-08\District 7\Boynton Beach Police Athletic League, Inc\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOYNTON BEACH POLICE ATHLETIC LEAGUE, INC. FOR THE BOYNTON BEACH BULLDOGS' CHAMPIONSHIP BOWL TRIP TO ORLANDO

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 Boynton Beach Police Athletic League, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "PAL".

WITNESSETH:

WHEREAS, PAL is a not-for-profit organization whose mission is to provide free and structured recreational and educational activities while introducing law enforcement in a positive light to help ensure strong positive attitudes and relationships with the goal of good citizenship and maturity; and

WHEREAS, PAL sponsored the Boynton Beach Bulldogs' trip to Orlando to participate in the First Annual Turkey Bowl Youth Classic Championship Bowl (the Event) from November 21 through November 25, 2007; and

WHEREAS, approximately sixty six (66) football players from Palm Beach County participated in this invitational Event; and

WHEREAS, the total cost of the Event was be approximately \$15,000 for hotel costs, food, and other miscellaneous expenses associated with the Event; and

WHEREAS, PAL has requested that County provide \$5,000 to help offset costs for the Boynton Beach Bulldogs' participation in the Event; and

WHEREAS, funding for the Event in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, athletic activities for youth are deemed 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 \$5,000 to PAL for hotel costs, food, and other miscellaneous expenses associated with the Event, 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 PAL 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 PAL. Said information shall list each invoice paid by PAL and shall include the vendor invoice number; invoice date; and the amount paid by PAL along with the number and date of the respective check or proof of payment for said payment. PAL shall attach a copy of each vendor invoice paid by PAL 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, PAL's Program Administrator and Project Financial Officer shall certify the total funds spent by PAL on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by PAL and approved by PAL as indicated.

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

6. PAL 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, gender identity or expression; and

7. PAL shall be responsible for operation and maintenance of the Project including all associated costs.

8. The term of this Agreement shall be until December 30, 2008, commencing upon the date of execution by the parties hereto.

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

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

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

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the

foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which PAL is eligible to receive reimbursement from the County.

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

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

<u>Worker's Compensation Insurance & Employer's Liability</u>. PAL shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. PAL shall provide this coverage on a primary basis.

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

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

<u>Certificate(s) of Insurance.</u> Prior to execution of this Agreement by the County, PAL shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force

and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

<u>Right to Review.</u> 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, PAL shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and PAL 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, PAL 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 agreements, 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 PAL:

President Boynton Beach Police Athletic League, Inc. 100 East Boynton Beach Boulevard Boynton Beach, FL 33435

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.

INWITNESS 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: Tawarie Thomas

BOYNTON BEACH POLICE ATHLETIC LEAGUE, INC.

Tax I.D. Number: <u>65-488479</u>

By: Name (Type or Print) Deborah Title:

Bill TCM Βv Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Dennis L. Eshleman, Director

Parks and Recreation Department

By:

County Attorney

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

Name of Agency: Boynton Beach Police Athletic League, Inc. Address: 100 East Boynton Beach Boulevard, Boynton Beach, FI 33435 Federal Employer Identification Number: 65-0483479

Name of President: William Tome Name of Executive Director: N/A Project Liaison Information: Name: Deborah Jones Telephone #: 561-670-7261 Fax #: 561-348-2120

e-mail: jones debbie@ymail.com

PROJECT INFORMATION

- 1. Name of Project: Boynton Beach Bulldogs Championship Bowl Trip to Orlando
- 2. Project Description
 - General (Project Scope): To provide an opportunity for approximately 66 football players from Palm Beach County to travel to Orlando, FI to participate in the 1st Annual Turkey Bowl Youth Classic.
 - Public Purpose: An opportunity to give our kids to chance to travel outside of Palm Beach county and participate in an organized event
 - Location and date: Orlando, FL- November 21-25, 2007
 - Anticipated Number of Participants/Users: 66 players
- 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.

Hotel. Food, and other miscellaneous expenses associated with the Boynton Beach Bulldogs participation in the lst Annual Turkey Bowl in Orlando

- 4. Estimated Lump Sum Total for Project: <u>\$ 15,000</u>
- 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). <u>11/1/07</u> to <u>9/30/08</u>

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</u> <u>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 Attachments:

Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

\$ 5,000 District 7 (filled in by County)

Form available online by request. Contact Susan Yinger at svinger@pbcgov.com



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

			Date		
	• • •			•	
Grantee:		<u> </u>	Project Name:		
Submission #:			Reimbursement Period:	•	<u></u>
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ltem		Key	Project Costs This Submission	Cumulative Project Costs	
Contractual Servic	es	(C)			
Salary & Wages (%	% of salaries)	(S)		<u> </u>	
Materials, Supplie:	s, 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 P E = Equipment T = Travel	Purchases			
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Page 1 of

Department Director

Date

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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.

Date

Administrator

Date

Page 2 of

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•	ACI	DRD CERTIFICA	ATE OF LIABILIT	Y INSUE	ANCE			DATE (MM/DD/YYYY) 7/25/2008
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2300 Bahamas Drive						RAGE	NAIC #	
Bakersfield CA 93309 INSURED				INSURER A: Lex	ington Insu	irance		
Boynton Beach PAL 100 E. Boynton Beach Blvd.				INSURER B: National Union Fire Ins.				
Boynton Beach FL 33435			INSURER D:			· ·		
CO TH RE		and a second	CIES DESCRIBED HEREIN IS SUB	JECT TO ALL TH	E TERMS, EXCLUS			
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Ļ				CANCELLAT	ION	· · · · · · · · · · · · · · · · · · ·		· ·
		ICATE HOLDER		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE, THE				
		Palm Beach County c/o Parks & Recreatio	on Gupport Maragor	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT				
		Attn: Administrative 2400 6th Avenue South	Support Manager	FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
		Lakeworth, FL 33461		AUTHORIZED REPRESENTATIVE				

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

08/14/08 01:53 FAX Deborah Jones (16613644079)



BOYNTON BEACH POLICE ATHLETIC LEAGUE 100 E. Boynton Beach Blvd. • Boynton Beach, FL 33435 (561)742-6190 • Fax (561)364-4079

August 12, 2008

To Whom It May Concern:

The Boynton Beach Police Athletic is a youth program that does not have anyone employed within its organization. Our President, William Tome, is employed by the Boynton Beach Police Department. Therefore, it is not required by the State of Florida to carry worker's compensation coverage for the Police Athletic League.

Thank you in advance for all your help and support,

Email: Address:

If you have any questions or comments Telephone: (561)742-6190 btome@ci.boynton-beach.fl.us. Boynton Beach PAL Atten: Bill Tome 100 East Boynton Beach Blvd. Boynton Beach, FL 33406