

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2009

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 West Boca Basketball, Inc. for the period August 18, 2009, through September 30, 2009, in an amount not-to-exceed \$4,500 for funding of basketball camps/clinics.

Summary: This funding is to assist with expenses paid by West Boca Basketball, Inc. for basketball camp/clinic expenses. The programs serve approximately 60 participants per week. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to December 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

Background and Justification: West Boca Basketball, Inc. is a not-for-profit organization whose purpose is to operate week-long basketball camps/clinics for area youth from ages seven through sixteen. The West Boca Basketball camp/clinics are offered for those children and youth who wish to participate in basketball activities during winter and spring breaks from school and during the summer. The camps/clinics are held at Eagles Landing Middle School or other area public schools.

The total cost of basketball camps/clinics is approximately \$8,000 per week for gymnasium space, personnel costs, printing and equipment expenses, and other miscellaneous expenses. The \$4,500 from District 5 RAP funding will help offset a portion of camp/clinic costs held in 2008 and 2009. The Agreement has been executed on behalf of West Boca Basketball, Inc., and now needs to be approved by the Board of County Commissioners.

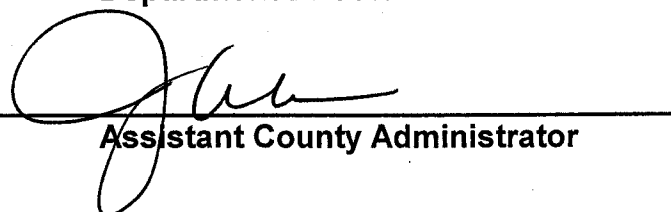
Attachment: Agreement

Recommended by:


Department Director

7/22/09
Date

Approved by:


Assistant County Administrator

7/31/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	4,500	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	4,500	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R915
 Object 8201 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/Transportation Improvement Fund-District 5

Contributions-Non-Govts Agencies 3600-583-R915-012-8201 \$4,500

C. Departmental Fiscal Review: _____ Chopelakis _____

III. REVIEW COMMENTS

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

MSL 7/30/09
 OFMB 7/29/09 07/27/09 CN 7/24/09

Mr. J. Jacoby 7/30/09
 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgado 7/31/09
 Assistant County Attorney

C. Other Department Review:

_____ Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND WEST BOCA BASKETBALL, INC. FOR WEST BOCA BASKETBALL CAMP/CLINICS

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 West Boca Basketball, Inc., a Florida not-for-profit corporation, hereinafter referred to as "West Boca Basketball".

WITNESSETH:

WHEREAS, West Boca Basketball is a not-for-profit organization whose purpose is to operate week-long basketball camps/clinics for area youth from ages seven (7) through sixteen (16); and

WHEREAS, the West Boca Basketball camp/clinics are offered for children and youth who wish to participate in basketball activities during Winter and Spring Breaks from school and during the summer; and

WHEREAS, the basketball camps/clinics are held at Eagles Landing Middle School or other area public schools and serve approximately forty(40) through eighty (80) participants per week; and

WHEREAS, the West Boca Basketball's activities cost approximately \$8,000 per week for daily costs per child each day, lease of gymnasium space from Palm Beach Schools, personnel costs, printing and equipment expenses, and other miscellaneous expenses for West Boca Basketball camp/clinics; and

WHEREAS, West Boca Basketball has requested that County provide \$4,500 to help offset the cost of camp/clinic expenses; and

WHEREAS, funding for West Boca Basketball's camp/clinic expenses in an amount not-to-exceed \$4,500 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 \$4,500 to West Boca Basketball

to help offset costs basketball clinic/camps for lease of gymnasium space from Palm Beach Schools, personnel costs, printing and equipment expenses, and other miscellaneous expenses for West Boca Basketball camps/clinics for the lease of gymnasium space from Palm Beach Schools, personnel costs, printing and equipment expenses, and other miscellaneous expenses for the camp/clinics 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 West Boca Basketball 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 ABe, which are required for each and every reimbursement requested by West Boca Basketball. Said information shall list each invoice paid by West Boca Basketball and shall include the vendor invoice number; invoice date; and the amount paid by West Boca Basketball along with the number and date of the respective check or proof of payment for said payment. West Boca Basketball shall attach a copy of each vendor invoice paid by West Boca Basketball 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, West Boca Basketball's Program Administrator and Project Financial Officer shall certify the total funds spent by West Boca Basketball on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by West Boca Basketball and approved by West Boca Basketball as indicated.

3. West Boca Basketball incurred expenses for the Project beginning on December 1, 2008. Those costs incurred by West Boca Basketball for the Project, approved and submitted accordingly by West Boca Basketball subsequent to December 1, 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 West Boca Basketball 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. West Boca Basketball warrants that it is an active not-for-profit corporation, duly

chartered and registered with the Florida Department of State, Division of Corporations.

6. West Boca Basketball 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, sexual orientation, gender identity, or expression.

7. West Boca Basketball shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until September 30, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event West Boca Basketball is in default of its obligations under this Agreement, the County shall provide West Boca Basketball thirty (30) days written notice to cure the default. In the event West Boca Basketball 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 West Boca Basketball for the Project deemed to be in default and West Boca Basketball shall return any County RAP funds already collected by West Boca Basketball 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. West Boca Basketball shall complete the Project by May 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 1, 2008, through May 30, 2009. West Boca Basketball shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2009. Upon written notification to County at least ninety (90) days prior to that date West Boca Basketball may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny West Boca Basketball's request for said extension.

12. In the event West Boca Basketball 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

ceased or suspended the Project shall be made by County and West Boca Basketball agrees to be bound by County's determination.

13. West Boca Basketball 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 West Boca Basketball. 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 West Boca Basketball 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, West Boca Basketball 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 West Boca Basketball, 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 West Boca Basketball is eligible to receive reimbursement from the County.

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

Commercial General Liability. West Boca Basketball 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. West Boca Basketball shall provide this coverage on a primary basis.

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

Additional Insured. West Boca Basketball 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.@ West Boca Basketball shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. West Boca Basketball 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 West Boca Basketball 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 West Boca Basketball enter into such an agreement on a pre-loss basis.

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

18. West Boca Basketball 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 West Boca Basketball, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and West Boca Basketball 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, West Boca Basketball 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 West Boca Basketball:

President
West Boca Basketball, Inc.
20251 Monteverdi Circle
Boca Raton, FL 33498

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 John F. Koons, Chairman

WITNESSES:

Susan W. Younger
Deonica Finnett

WEST BOCA BASKETBALL, INC.
FEI Number: 65-0881492

By: Jeffrey I. Gordon
Name (Type or Print)
Executive Director
Title
Jeffrey I. Gordon
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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



"Sportsmanship First"

WEST BOCA BASKETBALL LEAGUE

P.O. Box 970274 website: www.westbocabasketball.com
Boca Raton, FL 33497-0274 HOTLINE: 561-482-1136

RECREATION ASSISTANCE PROGRAM (RAP) EXHIBIT "A" to AGREEMENT

BACKGROUND INFORMATION

Agency Name: **West Boca Basketball, Inc.**

Mailing Address: ~~P.O. Box 970274, Boca Raton, FL 33497-0274~~ *20239 Ocean Key Drive,*
Federal Employer Identification Number: 65-0881492 *Boca Raton, FL 33498*

Name of President: Jeffrey I. Gordon

Name of Executive Director: Jeffrey I. Gordon

Project/Project Liaison Information: West Boca Basketball Camp/Clinic

Name: Peter Kramer, Camp Director

Telephone #: 561-929-4860

Fax #:

e-mail: ckdl18@aol.com

Purpose/Mission of Agency: Operate week-long basketball camps/clinics for area youth from
Ages 7-16

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Recreational Clinic Expenses
2. Project/Program Description
 - General (Project Scope): Week-long camp/clinic for children who wish to participate in basketball activities during Winter and Spring Breaks from school and during summer
 - Public Purpose: Provides safe, healthy activities for area youths in a structured and secure environment with expert teachers and staff
 - Location: Eagles Landing Middle School (or other area public schools)
 - Anticipated Number of Participants/Users: from 40 to 80 children each week
3. Project/Program Elements: Broad categories of expenditures include lunch and snacks For each child (about \$7.00 per child per day), lease of gymnasium from Palm Beach Schools (roughly \$1800 per week), staff (expenses vary based on enrollment), and miscellaneous printing and equipment expenses.

West Boca Basketball Website: www.westbocabasketball.com

HOTLINE: 561-482-1136

WEST BOCA



WEST BOCA BASKETBALL LEAGUE

P.O. Box 970274 website: www.westbocabasketball.com
Boca Raton, FL 33497-0274 **HOTLINE: 561-482-1136**

"Sportsmanship First"

4. Estimated Lump Sum total for Project/Program \$8,000 per week
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project will be completed and all invoices paid). This will become the project time frame. From ~~12/22/08 to 12/26/08~~ and from ~~3/30/09 to 4/3/09~~ *12/01/08 to 05/30/09* /sy
6. Required Attachments:
Certificate of Insurance X (attached)

Amount of Recreation Assistance Program Funding awarded **\$4,500**
District 5
(filled in by County)

EXHIBIT A



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		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					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

 Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WK
WESTB-3

DATE (MM/DD/YYYY)
07/29/08

PRODUCER Bollinger, Inc. 101 JFK Parkway Short Hills NJ 07078-5000 Phone: 800-526-1379 Fax: 973-921-2876		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 West Boca Basketball Inc. Mr. Jeff Gordon PO Box 970274 Boca Raton FL 33497-0274		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Markel Insurance Company	38970
		INSURER B:	
		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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3602AH244653	08/01/08	08/01/09*	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Accident Insurance Full Excess	TBD	08/01/08	08/01/09	Med Max: \$100,000 Ded: \$1000/Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The certificate holder is named as an additional insured under the liability policy. Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid.

CERTIFICATE HOLDER PALM010 Palm Beach County Board of County Commissioners 2700 Sixth Avenue 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 <u>30</u> 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:
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ACORD 25 (2001/08)

© ACORD CORPORATION 1988

* Note - Programs were completed by 5-30-09. / syinger



WEST BOCA BASKETBALL LEAGUE

P.O. Box 970274

website: www.westbocabasketball.com

Boca Raton, FL 33497-0274

HOTLINE: 561-482-1136

"Sportsmanship First"

March 31, 2009

Mr. Dennis Eshleman, Director
Parks and Recreation Department
2700 6th Avenue South
Lake Worth, Florida 33461

Dear Mr. Eshleman:

Pursuant to your request that our League supply information in support of receiving District 5 funding for our youth basketball clinics, I have attached the information outlined in your letter originally dated December 23, 2008 and resent on March 18, 2009. Note that West Boca Basketball, Inc., does not have any actual "employees" (everyone who receives any form of compensation is treated as an independent contractor), and therefore, there is no Workers' Compensation insurance required for this League.

Please have Susan Yinger get in touch with me on my cell phone at 954-610-3831 if you find that anything is missing from this response. Thank you for your support of our programs.

Sincerely,

Jeffrey I. Gordon

Executive Director, West Boca Basketball

Cc: Peter Kramer, Camp/Clinic Director

West Boca Basketball Website: www.westbocabasketball.com

HOTLINE:561-482-1136