

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2025 [X] Consent [] Regular
[] Ordinance [] 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: a Project Cooperation Agreement (Agreement) with West Boynton Beach Little League, Inc., (WBLL), a Florida not-for-profit corporation, to fund, design, permit, construct, and donate fencing to fully enclose baseball fields 4 and 7 at West Boynton Park and Recreation Center (Park).

Summary: In early 2024, WBLL proposed to fund, design, permit, and construct fencing to enclose baseball fields 4 and 7 at the Park. These fields are currently open, and the proposed fencing will establish fixed field dimensions and allow the areas to be secured when not in use. WBLL will contribute a minimum of \$60,240 toward the design, permitting, and construction of the fencing.

Upon completion and final acceptance, ownership of the fencing improvements will transfer to the County, which will own, operate, and maintain the asset for public use. The County will assume all maintenance responsibilities associated with the operation and upkeep of the project, including both routine and capital maintenance. County policy requires capital improvement projects at County facilities to be implemented by the Facilities Development and Operations Department (FDO); however, in certain circumstances, a non-county entity may be authorized to perform certain capital improvements. In accordance with PPM CW-O-095, Capital Improvements to County Facilities by Non-County Entities, this Agreement has been reviewed and approved by the Director of FDO. District 2 (AH)

Background and Justification: WBLL is a 501(c)(3) not-for-profit sports organization established in 1994 with a mission to provide Little League Baseball programs in Palm Beach County. The organization serves more than 900 participants annually in the West Boynton Beach area, including unincorporated Palm Beach County, Boynton Beach, Greenacres, Lake Worth, and Lantana.

West Boynton Park and Recreation Center is a 39.76-acre district park located in suburban Lake Worth Beach, west of the City of Boynton Beach. The park offers a variety of amenities, including lighted baseball and softball fields, lighted multipurpose fields, a skate park, a lighted roller hockey rink, a sand volleyball court, a (1)-mile exercise trail with 15 stations, playgrounds, picnic pavilions, and a recreation center featuring an indoor multipurpose gymnasium and meeting rooms.

Attachments:

1. Project Cooperation Agreement
2. FDO Notification of Approval
3. Proposal

Recommended by: [Signature] 11/5/25
Department Director Date

Approved by: [Signature] 11/16/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	_____	No	_____	X
Does this item include use of Federal Funds?	Yes	_____	No	_____	X
Does this item include use of State Funds?	Yes	_____	No	_____	X

Budget Account No.: Fund _____ Department _____ Unit _____
Object _____/Revenue Source _____ Program _____

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Lisa M. Smith 11/5/2025
OFMB
CPA 11/5
VS 11/5

David Smith 11/12/25
Contract Development & Control
26 11.7.25
11-10-25 TW

B. Legal Sufficiency:

Anne Helgert 11/13/25
Assistant County Attorney

C. Other Departmental Review:

Department Director

This summary is not to be used as a basis for payment

PROJECT COOPERATION AGREEMENT

A

THIS PROJECT COOPERATION AGREEMENT ("Agreement") is made and entered into as of this 2nd day of December 2025 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), with offices at 301 North Olive Avenue, Suite 1101, West Palm Beach, Florida 33401 and **West Boynton Beach Little League, Inc.**, a Florida Not for Profit Corporation ("WBLL"), with its principal office located at P.O. Box 740123, Boynton Beach, Florida 33463.

WITNESSETH:

WHEREAS, County is the owner of certain real property, including the improvements located thereon, as more specifically described hereinafter and as shown in the aerial photograph attached hereto as Exhibit "A" ("West Boynton Park and Recreation Center"), located at 6000 Northtree Boulevard, Lake Worth Beach, Florida 33463; and

WHEREAS, WBLL is a 501(c)(3) not for profit sport provider founded in 1994, whose mission is to provide Little League Baseball leagues in Palm Beach County. The organization serves over 900 participants each year in the West Boynton Beach community, including unincorporated Palm Beach County, Boynton Beach, Greenacres, Lake Worth and Lantana. The program provides two seasons per year; fall and spring; and

WHEREAS, WBLL has submitted a proposal to fund, design, permit, and construct fencing that will enclose fields 4 and 7 at West Boynton Park attached hereto as Exhibit "B" ("Project"). Fields 4 and 7 are currently not completely fenced in which has caused issues with WBLL's operations due to the uncertain field dimensions and the ability to secure the fields when not in use; and

WHEREAS, The Project serves a public purpose in that it will augment existing recreation opportunities and provide a valuable asset to County residents and visitors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, County and WBLL hereby agree to the following terms and conditions:

1. **Incorporation by Reference.** The recitals set forth in the preamble to this Agreement are incorporated by reference as though set forth in full herein and made a part hereof.
2. **Ownership of Improvements.** The parties agree that the County shall remain the fee simple owner of the Property and shall become the owner of all other improvements related, incidental or allied to the Project after the completion of design and construction by WBLL and upon acceptance of the Project by the County, which shall be defined as the receipt of all warranties in the name of the County and receipt by the County Administrator or his designee of final releases of all contractor, subcontractor and supplier claims/liens ("Final Acceptance"). At the

conclusion of the construction of the Project, WBLL shall tender a bill of sale conveying title of the Project and all other Project improvements to the County, free and clear of liens and encumbrances created by, through or under WBLL related to the Project and improvements, and said Project shall be subsequently maintained by the County in a reasonable manner for the recreation, use and enjoyment by the public and shall be retained by County or any other successor public agency responsible to maintain it.

3. **Initial Due Diligence.**

A. **Review and Approval by Facilities Development and Operations (FDO) Department.**

The Project is subject to technical review and approval by the Director of FDO. Certain requirements laid out below are subject to ongoing review by FDO. Failure to abide by submittal and notice requirements may result in termination of this Agreement by County.

B. **Project Funding.** WBLL will contribute funds in an amount not less than sixty thousand two hundred and forty dollars (\$60,240), for the design, permitting and construction of the Project ("Total Allocation"). Upon Project completion, title to any and all improvements, alterations or property shall vest in County for operation and public use. County shall assume Project maintenance responsibilities directly arising from the use and operation of the Project, including operational and capital maintenance.

C. **Donor Signage.** In addition to standard park signage, a sign at the Project location no larger than "24" x "36" in., acknowledging WBLL donors contribution to the construction of the Project is allowable upon the prior written approval of the Director of Parks and Recreation Department, at WBLL's sole expense. The actual style, design and location of such donor signage will be reviewed and approved by the County during the Construction Documents review described in Section 6 below. WBLL shall be responsible for approved signage installation costs. All commemorative donor signage shall comply with all applicable County ordinances, rules and regulations. The County shall retain the right to post additional signage at the site displaying information such as rules and regulations, hours of operation and inherent risks of use.

D. **Cost Overruns – Option to Terminate.** WBLL hereby agrees that, in addition to its contribution of sixty thousand two hundred and forty dollars (\$60,240), it shall also be responsible for all costs of completing construction of the Project that exceed the Total Allocation, including, without limitation, cost overruns, extra or unanticipated costs and the like, costs or fees attributable to change orders, delays, claims by subcontractors, suppliers, laborers or materials suppliers, provided that, if due to unforeseen conditions or occurrences, force majeure or latent defects, WBLL reasonably estimates that the Total Allocation shall be exceeded by more than twenty five percent (25%) then parties shall meet in good faith to determine how to proceed. In the event that the parties are not able to mutually agree upon a resolution thereof, then either WBLL or the County shall have the right to terminate this Agreement without liability. In the event of any such termination prior to a construction contract being executed, where there is a remaining balance of

Contribution, then WBLL shall restore the site to its condition as of the Effective Date of this Agreement.

E. Definition of Construction Costs. For purposes of this Agreement, costs relating to the construction of the Project shall be defined to mean and include, without limitation, any and all site plans, architectural and other drawings and schematics, construction plans, specifications and other documents contemplated hereby; other preconstruction costs such as remediation or site work based on the assessments or testing performed in Section 4(a) above; labor, materials, supplies, equipment, supervisory personnel, and insurance and bonding required herein for the construction of the Project (collectively, the "Construction Costs"). For purposes of this Agreement, Construction Costs relating to the Project shall also include fees and costs for registered and licensed engineers, architects, landscape architects, surveyors, contractors, subcontractors, materialmen, environmental testing, environmental consultants, mapping, and other design professionals. Notwithstanding anything to the contrary contained herein, construction of the Project is undertaken on behalf of the County and the County shall, upon completion and acceptance, be the fee simple owner of the Project and all related Project improvements.

4. Construction Plans. WBLL shall develop the Project substantially in accordance with the "Schematic Design and Contemplated Scope of Improvements" as further described in the attached **Exhibit "B"** as the same may be modified by mutual written agreement between the County and WBLL, subject to FDO Director's Approval. Based on the Schematic Design and Contemplated Scope, WBLL shall arrange to provide construction plans and documents that additionally comply with the County Code of Ordinances, the Florida Building Code, all local building codes and zoning ordinances, and all other applicable local, state and federal laws, including the applicable standards of the County's Parks and Recreation Department and the Facilities, Development and Operations Department, whose department standards will be provided to the WBLL or its consultants upon request during the design phase of the Project. The County shall review and approve or deny all subsequent design documents pertaining to the Project, which approval shall not be unreasonably withheld, conditioned or delayed. Throughout the design process, WBLL shall use commercially reasonable efforts to ensure that the Project may be designed and built within the Total Allocation, and shall, if mutually approved by the WBLL and the County, make periodic adjustments to the Contemplated Scope as necessary. WBLL hereby further agrees to provide final detailed construction plans, specifications and related documents pertaining to the Project in a manner consistent with the Schematic Design and Contemplated Scope, as the same may be amended as provided above. The construction documents shall include all design, engineering and consultants' plans needed for completion of the Project ("Construction Documents"). Prior to the execution a contract or purchase order, the WBLL shall submit a copy of the proposed contract or purchase order which identifies the final scope of work to be purchased, a copy of the vendor's/contractor's insurance certificate naming the County as an additional insured; and a copy of the contractor's payment and performance bond. All documents shall be subject to approval of the FDO Director at his/her sole discretion.

5. Project Meetings. WBLL will notify the County of the date, time and location of all project

meetings. The FDO Director reserves the right to assign a project representative to attend project meetings in order to ensure compliance with the conditions of approval. WBLL will facilitate participation of the FDO's project representative at the meetings.

6. **Final Construction Documents Review and Options.** WBLL shall forward all final Construction Documents to County for review and approval as to consistency with the Schematic Design and Contemplated Scope. The County's review shall not be deemed a substitute for approval from any agency or other County department which issues permits and whose approval of plans and modifications may be required. Additionally, WBLL agrees to submit detailed plans and specifications, including estimated project costs, prepared by a design professional licensed in the State of Florida to the FDO Director for the County's written approval prior to commencing work.

The design documents will be forwarded upon completion of the following:

- Design development – County will have fifteen(15) business days after receipt to review and approve
- 50% Construction Documents – County will have thirty (30) business days after receipt to review and approve
- 95% Construction Documents - County will have fifteen (15) business days after receipt to review and approve
- 100% Construction Documents (Bid Set) - County will have fifteen (15) business days after receipt to review and approve

7. **Options, Including Termination.** WBLL shall confirm, as evidenced by one or more construction bids from reputable construction general contractors, that the Project as depicted in the 95% Construction Documents can be constructed within the Total Allocation. Such evidence shall be presented to the County within thirty (30) days after the 95% Construction Documents are submitted to the County for review. County shall have full rights to approve, reject, negotiate or otherwise take any action or decision it deems appropriate as to any and all construction bids prior to acceptance by WBLL. In the event that all of the construction bid(s) exceed the Total Allocation, then WBLL may: (i) seek additional bids from additional contractors, (ii) approve nonmaterial or non-substantial changes in the scope of work and/or Construction Documents that will reduce the Construction Cost to the Total Allocation, (iii) seek additional donor funds, or (iv) promptly decline to implement construction of the Project by written notice to the County, without penalty to either party. The parties agree that there shall be no modification in scope that negatively impacts or reduces the standards of quality or aesthetics incorporated into the original Schematic Plan in any material respect unless mutually agreed upon by the parties in writing.

8. **Construction Schedule; Commencement of Operations.**

- A. **Construction Schedule.** WBLL shall submit to the County, a critical path construction schedule from the construction contractor within fourteen (14) calendar days of the Notice of Award being issued to the construction contractor. The construction schedule submittal

shall be subject to review and comment by the County for a period of three (3) business days. Subsequent to such review of said schedule, the accepted schedule will serve as the baseline schedule for the Project. Subsequent schedule submittals to the County are for project tracking purposes only.

- B. Project Site.** The County agrees to make the Project site area, construction staging area and a reasonable safety zone (“Boundaries”) around the Project available for commencement of construction no later than the date upon which permits for the Project are issued, along with reasonable egress and ingress to the Project site as to be set forth in the Construction Documents. Boundaries shall be sufficient to properly undertake the necessary construction activities in a safe manner.
- C. Project Commencement Notification.** WBLL shall provide County designee and FDO Director at least five (5) business days notice prior to commencement of Project construction. After Project commencement, WBLL will notify FDO’s Facilities Management Regional Manager at least 72 hours in advance of any Project-related activity that will impact building operations or equipment.

9. Construction Responsibility.

- A. Project Planning.** WBLL shall be responsible for assuring the construction of the Project is in accordance with the approved Construction Documents. WBLL shall appoint a Project Manager to coordinate all construction activities on its behalf. Any construction contract shall give County the right, but not the obligation, to assume WBLL’s obligations and rights, should WBLL default thereunder or under this Agreement.

WBLL shall be responsible for ensuring that all capital improvements are performed in a good workman like manner using good quality materials and supplies, and components and replacement parts that are equal or better quality than the quality of those being repaired or replaced.

WBLL shall ensure that all improvements are constructed to completion in accordance with the approved plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all consultants, contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

- B. Public Procurement; Zoning.** County has taken all lawful measures to waive public procurement in accordance with applicable laws so that WBLL shall not be subject to the public procurement bidding and procedure laws otherwise applicable to the County for the Project. In addition, the County represents and warrants that the Property has all appropriate zoning necessary for the Project.
- C. County Cooperation.** County further covenants and agrees that it will actively assist and

cooperate with WBLL throughout the construction process, including, without limitation, providing assistance on permitting and access to relevant public documents with respect to the Property. For purposes of this Agreement, "providing assistance on permitting" means that the County shall attempt to provide reasonable technical assistance to WBLL with the preparation of permit requests and, as needed, attend meetings with building officials. WBLL shall be responsible for obtaining all development approvals and permits from the appropriate regulatory agencies, including the signature of the Facilities Development and Operations Department Director, prior to commencing any projects and shall perform all such capital improvement projects in compliance with all government laws, regulations, rules, ordinances, and orders. All permit applications must be submitted to FDO for signature, as the owner's authorized representatives. WBLL shall provide County with copies of all development approvals and permits obtained for the Project.

- D. **Property Information.** County further covenants and agrees that it shall immediately deliver to WBLL all available as-built plans and information regarding the Property, if any (in whatever format is available);
- E. **Substantial Completion.** At substantial completion (as defined in the construction contract) of the Project, WBLL shall schedule and coordinate a substantial completion walk-through meeting with the County. The County shall provide input to the construction punch-list items and shall coordinate with the WBLL for the final acceptance of the Project once all work has been completed, all warranties transferred and all permits have been approved and closed by all agencies having jurisdiction.
- F. **Certificates of Occupancy or Completion.** Within 60 days following WBLL's receipt of a certificate of occupancy or certificate of completion, as appropriate, for the fencing project, the WBLL shall prepare, and deliver to the County Designee: one (1) complete set of as-built drawings in a hardcopy format, one (1) complete set of as-built drawings in a PDF format, and all warranty certificates resulting from this Capital Improvements project.

10. **Insurance and Indemnity.**

- A. **Insurance.** Prior to commencing the construction of the Project, WBLL shall provide the County's Risk Manager with evidence, consisting of certificates of insurance issued by Florida insurers and/or sureties rated A- or better per A.M. Best's Key Rating Guide, latest edition. The field general contractor must carry and maintain throughout the Project and until final completion and acceptance of the work, all lines of coverage as depicted in Exhibit "C" - Insurance and Requirements" contained herein, including payment and performance bond as County owned property cannot be encumbered or lienied under Florida law. WBLL shall obtain a payment and performance bond in conformity with the requirements of Florida Statute § 255.05 on a County approved form and from a surety meeting the County's requirements. County shall be named as an obligee and the payment and performance bond must be equal to the construction bid amount. All insurance policies shall be on an "occurrence" basis. The County must be named as additional insured (other

than workers' compensation). The amount of insurance coverage required from the field general contractor shall not be less than the amounts set forth in Exhibit "C" attached hereto. WBLL shall provide County with evidence of insurance, including Professional Liability coverage, for any consultants including design consultants used on this Project. Exhibit "C" sets out the minimum coverage limits WBLL's consultants must maintain throughout the Project. WBLL shall furnish to the County's Risk Manager certificates of insurance and/or insurance policies for the coverage required hereunder and the required payment and performance bond for the County's Risk Manager to review, comment and approve at least ten (10) days prior to commencement of construction of Project funded by WBLL. All such policies shall be endorsed to provide that the County and WBLL shall be given thirty (30) days prior written notice of any cancellation, lapse, or material modification of said insurance coverage and/or bond.

- B. Liens.** WBLL shall notify all parties performing work or providing materials relating to the Project that the County's property is not subject to liability under the Construction Lien Law of the State of Florida. If so requested by County, WBLL shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's property shall not be subject to liens for improvements made by WBLL. In the event that a construction lien is filed against the County's property in connection with any work performed by or on behalf of WBLL, WBLL shall satisfy such claim, or transfer same to security, within 30 days from the date of filing. In the event that WBLL fails to transfer or satisfy such claim within the 30 day period, County may do so and thereafter charge WBLL all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees, and WBLL shall promptly pay to County all such costs upon demand.
- C. Indemnification.** WBLL shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of WBLL.

WBLL shall include in its contracts with contractors, subcontractors, consultants and sub consultants the following indemnity clause indemnifying the County:

Contractor shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

- D. Environmental Site Conditions.** Notwithstanding anything to the contrary contained in

this Agreement, the parties acknowledge and agree that (i) WBLL is not an owner, operator, user or lessee of the Property; (ii) WBLL shall have no responsibility for any and all site conditions, including, without limitation, methane gas, environmental conditions, unforeseen site conditions, subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in any of the as-built plans provided by the County, and unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the Project. Notwithstanding the foregoing, WBLL shall be responsible for any environmental contamination first introduced on the Property by WBLL or its contractors and WBLL shall indemnify and hold the County harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney fees, costs and/or expense of whatsoever kind or nature due to environmental contamination or damage arising in any manner directly or indirectly related to contamination first introduced on the Property during the Project by WBLL or its contractors.

E. **Site Security.** WBLL acknowledges and agrees that it may be necessary to require that field general contractor implement additional site security measures such as temporary fencing and/or after-hours security personnel if construction materials, supplies, and/or equipment will be stored at the construction site.

11. **Compliance with Agreement and Laws.** WBLL and its design professionals and field general contractor shall at all times comply with the terms of this Agreement and all applicable County, State and federal laws, ordinances, codes, statutes, rules and regulations and approved development orders, including those applicable to conflict of interest and collusion. WBLL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered. Any contracts between WBLL and its design professionals or general contractor shall incorporate and be consistent with all of the terms and conditions of this Agreement and shall include a provision requiring compliance with all applicable County, state and federal laws, ordinances, codes, statutes, rules and regulations and approved development orders, if any.

12. **Default.**

- A. In the event of a default, which is not cured within the time periods set forth herein, the parties shall have all rights and remedies provided by law or equity.
- B. The County's obligations under this Agreement may be terminated, for cause, at the option of and by the County, if any material default is not cured by WBLL or WBLL does not comply with any material terms, covenants or conditions provided herein within thirty (30) days from the date of a written notice from the County describing in reasonable detail such default or failure to comply, provided that, if such default or failure to comply reasonably requires a greater period of time to cure, than such 30-day period shall be extended provided that WBLL promptly commences to cure and prosecutes with all due diligence

and completes such cure within one hundred and eighty days (180); or when, in the opinion of the Palm Beach County Board of County Commissioners, termination is reasonably necessary to protect the interests of public health, safety or general welfare.

C. Termination for cause may include, without limitation, any of the following:

- i. WBLL's field general contractor fails to obtain or maintain in place during the Project the insurance or bonding herein required which is not cured within ten (10) days of written notice thereof.
- ii. A mechanics, laborers or similar lien is placed upon the Property or Project or other County-owned property due to actions of WBLL and/or its field general contractor and is not contested, bonded, or discharged by WBLL or its field general contractor within thirty (30) days of its recordation.
- iii. Unless due to a Force Majeure, WBLL and/or its field general contractor fail to comply with any of its material duties under this Agreement, including, without limitation, timely completion of the Project as described herein, within thirty (30) days from the date of a written notice from the County describing in reasonable detail such default or failure to comply, unless County grants an extension and WBLL and/or its field general contractor promptly commences to cure and prosecute with all due diligence and fully completes such cure within one hundred and eighty (180) days.
- iv. WBLL assigns, sells, or encumbers this Agreement or any interest herein without securing the prior approval of the Board of County Commissioners.
- v. WBLL and/or its field general contractor fail to complete the Project in a timely manner as required by this Agreement and substantially in accordance with the Construction Documents, unless due to a Force Majeure event, any unforeseen circumstance or any latent conditions
- vi. WBLL shall have no recourse from a termination made by the County in accordance with this Section except as to retain the funds already disbursed by the WBLL to contractors or professionals for Work performed on the Project, and for any Work or order for the Project that is subject to a binding agreement which cannot be terminated without liability, and shall return the balance of any portion of the Total Allocation which remains unused and uncommitted as aforesaid.

13. Counterparts. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. WBLL shall execute by manual means only, unless the County provides otherwise.

- 14. County Officials and Designation of County Administrator's Designee.** Palm Beach County is a political subdivision of the State of Florida and the County Administrator, as its Chief Administrative Officer, is empowered to make all decisions with regard to this Agreement on behalf of the County, unless otherwise provided by law or by resolution of the County Commission. The County Administrator may delegate any County action under this Agreement to another County designee. The County Administrator hereby designates the following County employee to perform all acts, reviews and approvals required of the County Administrator under this Agreement:

Jennifer Cirillo
Director – Parks and Recreation Department
Palm Beach County
2700 6th Avenue South
Lake Worth, FL 33461
561-966-6613
JCirillo@pbc.gov

The County Administrator may change this designation by sending written notice to WBLL.

- 15. Successors and Assigns.** This Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, including to an institutional lender providing construction funding for construction of the Project, without the prior approval of the County. The County is relying on the commitment, skill and reputation of WBLL in engaging professionals to perform this work and may terminate this Agreement in the event there is any assignment, pledge, sale or other disposition by WBLL without having first secured the approval of the County Administrator or her designee, which may be unreasonably withheld or delayed.
- 16. Construction of Agreement.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
- 17. Notices.** Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express), facsimile or email if a business day or, if not, on the next business day or four (4) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

If sent to the County, notices shall be addressed to:

Palm Beach County Parks and Recreation Department
Jennifer Cirillo, Director
2700 6th Avenue South
Lake Worth, FL 3340133461
Email: jcirillo@pbcgov.org
Fax: 561-966-6613

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

And:

Palm Beach County Facilities and Development Operations Department
Department Director
2633 Vista Parkway
West Palm Beach, Florida 33411

If sent to WBLL:

West Boynton Beach Little League, Inc.
P.O. Box 741023
Boynton Beach, Florida 33474
Attn: James Angelotti – President
Email: jangelotti@wbll.us
Phone: (954) 805-8243

18. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
19. **Exhibits.** All of the Exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.
20. **Amendments.** This Agreement may not be amended or modified except by written agreement of the parties hereto, employing the same formalities as were used in the execution of this Agreement.

- 21. Entire Agreement.** County and WBLL agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto
- 22. Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 23. No Joint Venture.** WBLL is an independent contractor and is not an agent, joint venture, partner or affiliate of the County nor can the County be bound to honor any obligation or duty of WBLL. Notwithstanding the foregoing, the parties have mutually agreed to the terms and conditions of this Agreement as set forth expressly herein.
- 24. No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or WBLL.
- 25. Time is of the Essence.** Time is of the essence in the performance of all duties and responsibilities under this Agreement. Subject to Force Majeure, the County is relying on the WBLL to complete the Project within 90 days from the start of work, but no later than December 30, 2025. Failure to complete and deliver the Project within such time that the Project is able to be used by the public and or obtain all permits and certificates required by law shall be just cause for the County to cancel this Agreement for such cause in accordance with Section 13 above in which case the parties will have such rights and remedies as are provided by Florida law.
- 26. Nondiscrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, WBLL warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, WBLL represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, WBLL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual

orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall WBLL retaliate against any person for reporting instances of such discrimination. WBLL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. WBLL understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. WBLL shall include this language in its subcontracts.

27. Access and Audits.

- A. County may at its cost and expense audit WBLL's records relating to this Agreement, during regular business hours, at WBLL's business location during the term of this Agreement and for five (5) years thereafter and in a manner so as to not unreasonably interfere with its business operations. It may exercise this right by prior written notice to WBLL.
- B. WBLL shall maintain adequate records to justify all charges and expenses, reimbursable costs, and fees incurred in performing any work or Project under this Agreement for at least five (5) years after Project Completion.

28. Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if WBLL: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., WBLL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time WBLL is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. WBLL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if WBLL does not transfer the records to the public agency.

- D. Upon completion of the Agreement WBLL shall transfer, at no cost to the County, all public records in possession of WBLL unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If WBLL transfers all public records to the County upon completion of the Agreement, WBLL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If WBLL keeps and maintains public records upon completion of the Agreement, WBLL shall meet all applicable requirements for retaining public records. All records stored electronically by WBLL must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of WBLL to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. WBLL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF WBLL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WBLL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

29. **Ownership of Project and Documents.** The Project and all related, incidental, allied and other Project improvements made at Property by virtue of this Agreement and all design, construction and other Project reports, tracings, drawings, plans, specifications, surveys, maps, computer data or media and other documents or data developed for this Project (including architectural drawings) shall become automatically the property of the County without restriction, pledge, limitation or encumbrance.
30. **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of WBLL, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and

punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

31. **Public Entity Crimes.** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, WBLL certifies that it, its affiliates, suppliers, subcontractors, sub consultants, contractors 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
32. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, WBLL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if WBLL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.
33. **Effective Date.** This Agreement is expressly contingent upon and will not become effective until execution by WBLL and approval and execution by the Board of County Commissioners, Palm Beach County ("Effective Date").
34. **E-Verify – Employment Eligibility.** WBLL warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of WBLL's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

WBLL shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. WBLL shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that WBLL has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that WBLL's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify WBLL to terminate its contract with the subcontractor and WBLL shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, WBLL shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In

the event of such Agreement termination, WBLL shall also be liable for any additional costs incurred by County as a result of the termination.

35. **Human Trafficking Affidavit:** WBLL warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. WBLL has executed **Exhibit “D”**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
36. **Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern:** Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA BOARD OF
COUNTY COMMISSIONERS

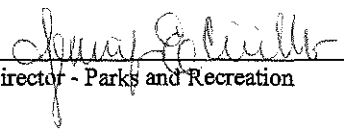
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

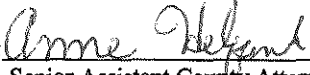
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Director - Parks and Recreation

By: 
Senior Assistant County Attorney

WITNESS:

West Boynton Beach Little League Inc:

[Signature] 9/29/25
Signature Date

Travis McPheters
Name (type or print)

[Signature] 9/29/25
Signature Date

JAMES ANGELOTTI PRESIDENT
Name and Title (type or print)

Exhibit A - Project Location
West Boynton Park and Recreation Center
6000 Northtree Boulevard
Lake Worth, FL 33463

Project Location



PALM BEACH COUNTY



We create opportunities for healthy, happy living!

**WEST BOYNTON PARK
& RECREATION CENTER**
6000 Northtree Boulevard
Lake Worth, FL 33463

This map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The County makes no warranties, expressed or implied, as to the use of this map. There are no implied warranties of merchantability or fitness for a particular purpose. The owner of this map acknowledges and accepts the limitations of the map, including the fact that the data coverages are dynamic and in a constant state of maintenance, correction and update.
IMAGE DATE: 2/2022 MAP DATE: 1/25/2023 D.DUENAS



0' 100' 200'

NOTES:

- EXTEND EXISTING 10' FENCE 10 LF.
- NEXT TO DUGOUT CUT PLAYER'S ACCESS GATE INTO EXISTING 10' FENCE W/ NEW POST.
- OUTFIELD FENCING TO COME TO FOUL LINE AT 90 DEGREES.
- DIMENSION AT FOUL LINE FROM HOME TO THE OUTFIELD FENCE IS ACCURATE TO KEEP FENCE LINEAR FEET AS SHOWN.
- ALL FENCE DIMENSIONS ARE ROUNDED AND TO BE VERIFIED IN FIELD.
- WHERE APPROPRIATE BRING NEW FENCING TO EXISTING POST LOCATIONS.
- SEE DETAILS FOR FOUL POLE PLACEMENT REQUIREMENTS

EXISTING WHITE LINES

SCOREBOARD

LITTLE LEAGUE BASEBALL

PRESS BOX / REST ROOMS
2 STORIES
3,250 S.F.

BATTING CAGE

PLAYER'S GATE

CONCRETE

SPECIAL PAVING, TYP.

12' GATE

6' FENCE

10' FENCE

5' WIDE PLANTER

PERMANENT BLEACHER, TYP.

SEE ARCHITECTURAL PLANS FOR DUGOUT DWGS.

ASPHALT

SCOREBOARD

LITTLE LEAGUE BASEBALL

SCOREBOARD

LITTLE LEAGUE BASEBALL

SCOREBOARD

RESTROOMS ONE STORY 800 S.F.

RECEPTION BLAZZ SPECIAL PAVER

TYPE X CLUB

DUGOUT

GATE

TRASH CAN (N.C.)

PERMANENT BLEACHERS

SEE SPECS

SOCCER/OPEN PLAY

SOCCER/FOOTBALL

CARB CUT REQUIRED WHERE HANDICAP VEHICLES STOP

WEST BOYNTON PARK
LITTLE LEAGUE BASEBALL
FENCING IMPROVEMENTS
LAYOUT # 4 & #7

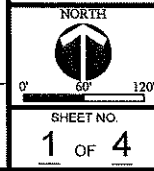
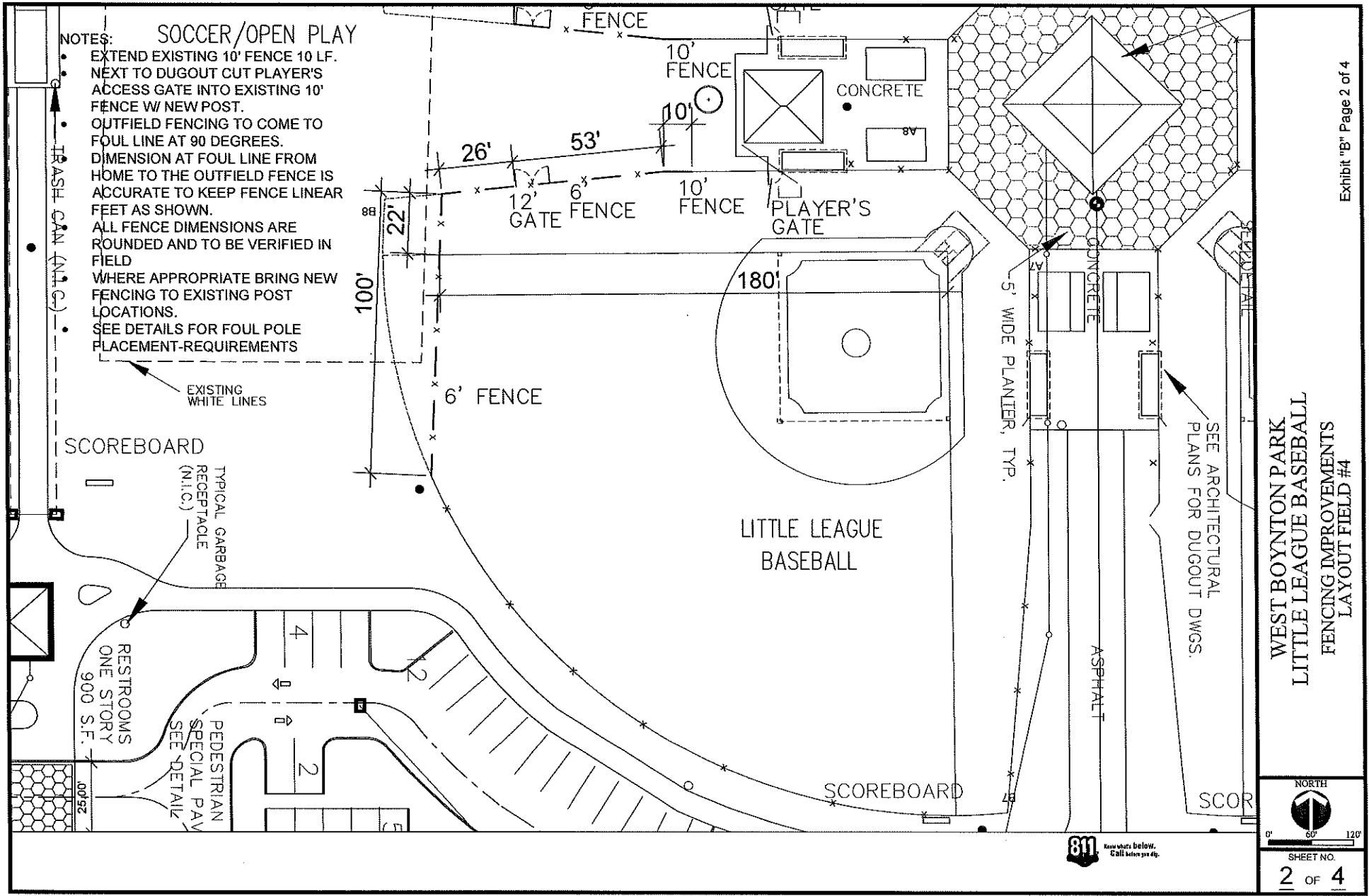
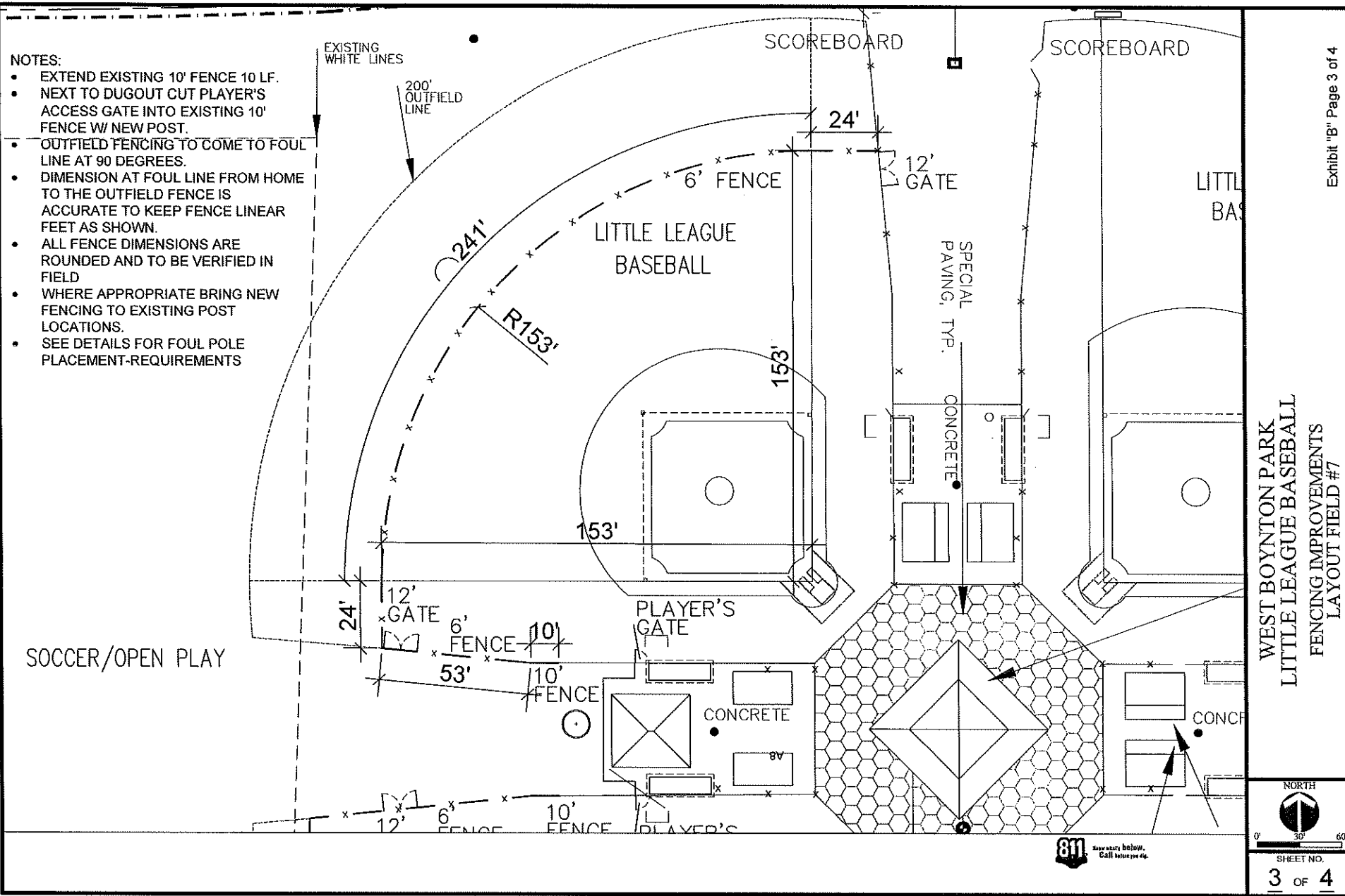
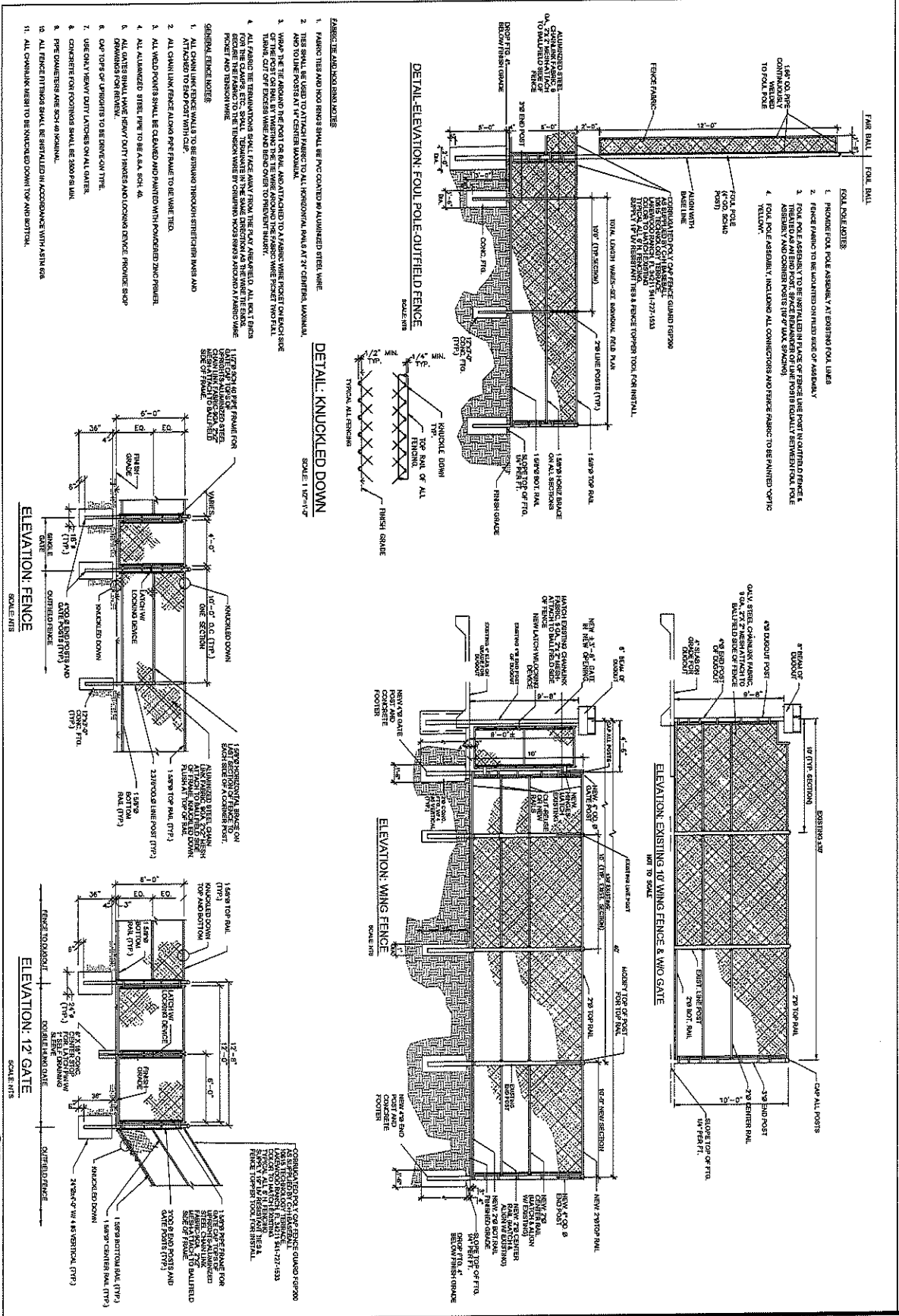


Exhibit "B" Schematic Design and Contemplated Scope of Improvements







811
Call before you dig.

EXHIBIT "C"
INSURANCE AND REQUIREMENTS

1. Insurance Requirements.

- A. WBLL shall require its consultants, subconsultants, contractors and subcontractors to furnish satisfactory evidence, as applicable, of statutory Worker's Compensation insurance, professional liability insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon in amounts as determined by the County's Risk Management Department as stated below. Design Consultants shall maintain Professional Liability Insurance, whose limits are defined below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.
- B. The County and WBLL are required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- C. The Contractor shall provide the County and WBLL an original Certificate of Insurance for policies required by this Exhibit C. All certificates shall state that the County and WBLL shall be given thirty (30) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department and regarding WBLL, to its Chief Financial Officer. Such policies shall: (1) name the insurance company or companies affording coverage reasonably acceptable to the County, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under this Exhibit "C" shall not be affected by any other policy of insurance, which the County or WBLL may carry in its own name.
- D. Contractor shall as a condition precedent to entry into the construction contract, furnish to the County, c/o Project Manager, Bob Hamilton, 2700 6th Ave South, Lake Worth, FL 33461 and West Boynton Beach Little League Inc. c/o James Angelotti, PO Box 741023, Boynton Beach, FL 33474, Certificate(s) of Insurance upon execution of the construction contract, which indicate that insurance coverage has been obtained which

E. meets the requirements as outlined below:

2. **Property Insurance (Builder’s Risk):** The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% the construction value amount. These policies shall insure the interest of the owner, WBLL, contractor and subcontractors in the Work, and shall insure against “all risks” of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the County. Policy shall name Palm Beach County as a loss payee.

3. **Commercial General Liability**

A. **Limits of Liability:**

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. **Required Endorsements:**

i. **Additional Insured Clause:** Except as to Business Auto, Workers’ Compensation and Employer’s Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include County and WBLL as Additional Insureds. As such, said Certificate(s) shall specifically include: “Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents.”

The Additional Insured endorsements coverage shall be issued on a primary basis.

- Broad Form Contractual Liability
- Waiver of Subrogation
- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Owners and Contractors Protective Liability
- Contractors Pollution Liability

4. **Business Automobile Liability.**

A. **Limits of Liability:**

- Bodily Injury and Property Damage - Combined Single Limit
- All Autos used in completing the contract Including Hired, Borrowed or Non-Owned Autos
- Any One Accident \$1,000,000

B. **Endorsements Required:** Waiver of Subrogation

5. **Workers' Compensation and Employer's Liability Insurance**

- **Limits:** Contractor shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.
- **Employers' Liability** - \$500,000
- Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including, if applicable, the U.S. Longshore Harbor Workers' Act or Jones Act.

6. **Umbrella / Excess Liability:** Contractor shall provide umbrella / excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

7. **Professional Liability:** If WBLL enlists the assistance of consultants, including design consultants, all consultants shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, Contractor shall purchase a SERP with a minimum reporting period not less than three (3) years.

8. **Insurer Rating:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- A. The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the County's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.
 - B. Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.
9. **Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the County shall:
- A. Suspend the Agreement until such time as the new or renewed certificates are received by the County.
 - B. The County may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of this Agreement.

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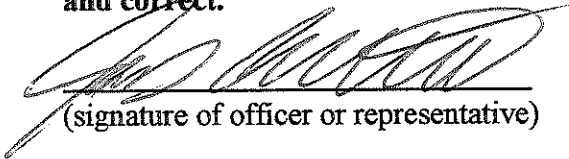
EXHIBIT "D"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of West Baynton Little League
(WBLL) and attest that WBLL does not use coercion for labor or services as defined in section
787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.


(signature of officer or representative)

James Angiolotti
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

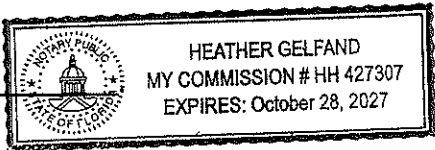
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 3rd day of September 2025, by James Angiolotti.

Personally known ☒ OR produced identification ☐.

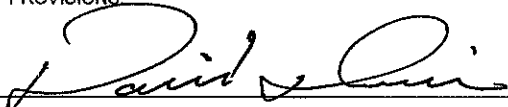
Type of identification produced _____

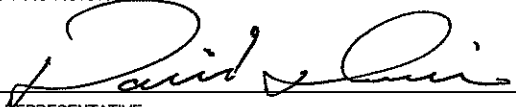
Heather Gelfand
NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)

CERTIFICATE OF INSURANCE							DATE (MM/DD/YY) 11/16/24			
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867				CERTIFICATE #:		3090712-2025-1		3 09 07		
				INSURERS AFFORDING COVERAGE:						
ADDITIONAL NAMED INSURED: WEST BOYNTON BEACH LL 5125 Canal Dr Lake Worth, FL 33463				INSURER A:		Interstate Fire & Casualty Company				
				INSURER B: (Non-Liability)		National Union Fire Insurance Company of Pittsburgh, PA				
				INSURER C:		AIG Specialty Insurance Company				
				INSURER D:		Markel American Insurance Company				
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. * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY. ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.										
INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	X	GENERAL LIABILITY		UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE	\$1,000,000		
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000		
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000	
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000		
							Sexual Abuse AGGREGATE	\$1,000,000		
		MEDICAL PAYMENTS					Any One Person			
C	X	DIRECTORS & OFFICERS		016033012	01/01/2025	01/01/2026	EACH LOSS	\$1,000,000*		
							AGGREGATE	\$1,000,000		
C	X	CYBER LIABILITY COVERAGE		017011565	01/01/2025	01/01/2026	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE		
		S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE		
	REGULATORY ACTION SUBLIMIT OF LIABILITY		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION			
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION			
D	X	INLAND MARINE/PROPERTY FLOATER		MKLM7IM0055290	01/01/2025	01/01/2026	EACH LOSS	\$35,000 Deductible: \$500		
A	X	CRIME		UST030998250	01/01/2025	01/01/2026	EACH LOSS	\$35,000 Deductible: \$1,000		
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2025	01/01/2026	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess		
"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED										
ADDITIONAL INSURED										
Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions: 1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and 2. That part of the ball field or other premises not being used by the above-named Little League.										
NAME AND ADDRESS OF PERSON OR ORGANIZATION:										
1. Palm Beach County Board of County Commissioners c/o Parks and Recreation										
INSURED					CANCELLATION					
Little League Baseball Risk Purchasing Group, Incorporated 539 U.S. RT. 15 Highway South Williamsport, PA 17702					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
										
					AUTHORIZED REPRESENTATIVE					

CERTIFICATE OF INSURANCE						DATE (MM/DD/YYYY) 11/16/24				
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867				CERTIFICATE #:		3090712-2025-1		3 09 07		
				INSURERS AFFORDING COVERAGE:						
ADDITIONAL NAMED INSURED: WEST BOYNTON BEACH LL 5125 Canal Dr Lake Worth, FL 33463				INSURER A:		Interstate Fire & Casualty Company				
				INSURER B: (Non-Liability)		National Union Fire Insurance Company of Pittsburgh, PA				
				INSURER C:		AIG Specialty Insurance Company				
				INSURER D:		Markel American Insurance Company				
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. * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY. ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.										
INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	X	GENERAL LIABILITY		UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE	\$1,000,000		
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000		
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000	
		X	SEXUAL ABUSE					Sexual Abuse OCCURRENCE	\$1,000,000	
								Sexual Abuse AGGREGATE	\$1,000,000	
		MEDICAL PAYMENTS						Any One Person		
C	X	DIRECTORS & OFFICERS		016033012	01/01/2025	01/01/2026	EACH LOSS	\$1,000,000*		
							AGGREGATE	\$1,000,000		
C	X	CYBER LIABILITY COVERAGE		017011565	01/01/2025	01/01/2026	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE		
		S&P	SECURITY AND PRIVACY LIABILITY INSURANCE				\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION		RETROACTIVE DATE	CONTINUITY DATE
			REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION			
	EM		EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION		NOT APPLICABLE	POLICY INCEPTION			
D	X	INLAND MARINE/PROPERTY FLOATER		MKLM71M0055290	01/01/2025	01/01/2026	EACH LOSS	\$35,000 Deductible: \$500		
A	X	CRIME		UST030998250	01/01/2025	01/01/2026	EACH LOSS	\$35,000 Deductible: \$1,000		
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2025	01/01/2026	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess		
"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED										
ADDITIONAL INSURED										
Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions: 1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and 2. That part of the ball field or other premises not being used by the above-named Little League.										
NAME AND ADDRESS OF PERSON OR ORGANIZATION:										
Palm Beach County Board of County Commissioners c/o Parks and Recreation 2700 6th Ave S Lake Worth, FL 33461										
INSURED					CANCELLATION					
Little League Baseball Risk Purchasing Group, Incorporated 539 U.S. RT. 15 Highway South Williamsport, PA 17702					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					 AUTHORIZED REPRESENTATIVE					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER

Keystone Risk Managers, LLC

1995 Point Township Drive

Northumberland PA 17867

CONTACT NAME: David Irwin

PHONE (A/C, No, Ext): (570) 473-2150

FAX (A/C, No): (570) 473-2151

E-MAIL ADDRESS: Dirwin@Keystoneinsgrp.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Interstate Fire & Casualty Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Little League Baseball Risk Purchasing Group, Incorporated

WEST BOYNTON BEACH LL

5125 Canal Dr

Lake Worth FL 33463

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE	\$	1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
							MED EXP (Any one person)	\$	Excluded
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						SEXUAL ABUSE OCC/AGG	\$	1M/\$1M
	☒ OTHER: Per League						COMBINED SINGLE LIMIT (Ea accident)	\$	
	AUTOMOBILE LIABILITY						BODILY INJURY (Per person)	\$	
	☐ ANY AUTO						BODILY INJURY (Per accident)	\$	
	☐ OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	☐ HIRED AUTOS ONLY							\$	
	☐ SCHEDULED AUTOS								
	☐ NON-OWNED AUTOS ONLY								
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
	RETENTION \$						PER STATUTE		OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured per form CG 2026 (12/19)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o Parks and Recreation

2700 6th Ave S

Lake Worth FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Irwin

ACORD 25 (2016/03)

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POLICY NUMBER: UST030987250

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Palm Beach County Board of County Commissioners c/o Parks and Recreation 2700 6th Ave S Lake Worth, FL 33461
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.
- However:
- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Palm Beach County Board of County Commissioners c/o Parks and
Recreation
2700 6th Ave S
Lake Worth, FL 33461

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**INTER-OFFICE COMMUNICATION
PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS**

DATE: July 26, 2025

TO: Jennifer Cirillo, Director, Parks & Recreation

FROM: Isamí C. Ayala-Collazo, Director, Facilities Development & Operations

RE: **Notification of Approval (PPM CW-O-095)
Capital Improvements to County Facilities by Non-County Entities
Cooperation Agreement with West Boynton Little League, Inc.
West Boynton Park and Recreation Center – Baseball Field Fencing**

Isamí C. Ayala-Collazo
Ayala-Collazo
Collazo

Digitally signed by Isamí Ayala-Collazo, DN: cn=Isamí Ayala-Collazo, o=Palm Beach County, ou=Facilities Development & Operations, email=Isamí.Ayala-Collazo@pbc.gov, c=US, Date: 2025.07.26 17:31:02-0400, Reason: I am approving this

On February 7, 2025, Facilities development & Operations (FDO) received an internal memorandum from Parks & Recreation (P&R) recommending approval of the above-referenced cooperation agreement, under the provisions of PPM CW-O-095, to fund and implement the installation of baseball field fencing (hereinafter, the fencing project) at the West Boynton Park and Recreation Center (WBP). This internal memorandum serves to provide a **notification of approval** of the aforementioned request, subject to the conditions that follow.

1. P&R will serve as the main point of contact and will provide project oversight under the advice of FDO's Capital Improvements Division (CID). P&R will designate a liaison that will work with the West Boynton Little League, Inc. Due to the limited scope of the fencing project, FDO will not designate a project manager. Should CID support be required, P&R will contact Fernando DelDago, CID Director, at FDeldago@pbc.gov, Ph. 561-233-5276.
2. The title to and ownership of all Capital Improvements (as defined in PPM CW-O-095) shall be vested in the County.
3. All work shall be performed in a good and workmanlike manner using good quality materials and supplies, and components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced and shall be performed through completion.
4. The West Boynton Little League, Inc. shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing the fencing project and shall perform all such work in compliance with all government laws, regulations, rules, ordinances, and orders. It is noted that all permit applications must be submitted to FDO for signature as the owner's authorized representative.
5. The West Boynton Little League, Inc. shall provide to FDO copies of all development approvals and permits obtained for the fencing project.
6. The West Boynton Little League, Inc. shall ensure that all improvements are constructed to completion in accordance with the approved plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all consultants, contractors, subcontractors, laborers, materialmen, suppliers and

- professionals, are paid in full for such services and materials.
7. The West Boynton Little League, Inc. shall obtain a payment and performance bond in conformity with the requirements of Florida Statute § 255.05 on a County approved form and from a surety meeting the County's requirements. County shall be named as an obligee on the bond.
 8. The West Boynton Little League, Inc. shall require its consultants, subconsultants, contractors and subcontractors to furnish satisfactory evidence, as applicable, of statutory Worker's Compensation insurance, professional liability insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon in amounts as determined by the County's Risk Management Department.
 9. The West Boynton Little League, Inc. shall include in its contracts with contractors, subcontractors, consultants and subconsultants the following indemnity clause indemnifying the County: *Contractor shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.*
 10. The West Boynton Little League, Inc. will notify the P&R and the FDO Director at least five (5) calendar days prior to the commencement of the fencing project.
 11. The West Boynton Little League, Inc. shall notify all parties performing work or providing materials relating to the fencing project that the County's property is not subject to liability under the Construction Lien Law of the State of Florida. If so requested by County, the West Boynton Little League, Inc. shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's property shall not be subject to liens for improvements made by the West Boynton Little League, Inc. In the event that a construction lien is filed against the County's property in connection with any work performed by or on behalf of the West Boynton Little League, Inc., the West Boynton Little League, Inc. shall satisfy such claim, or transfer same to security, within 30 days from the date of filing. In the event that the West Boynton Little League, Inc. fails to transfer or satisfy such claim within the 30 day period, County may do so and thereafter charge the West Boynton Little League, Inc. all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and the West Boynton Little League, Inc. shall promptly pay to County all such costs upon demand.
 12. Within 60 days following the West Boynton Little League, Inc.'s receipt of a certificate of occupancy or certificate of completion, as appropriate, for the fencing project, the West Boynton Little League, Inc. shall have prepared, and deliver to the FDO CID project manager: one (1) complete set of as-built drawings in a hardcopy format and one (1) complete set of as-built drawings in a PDF format.

As required under PPM CW-O-095, P&R must request the West Boynton Little League, Inc.. its written concurrence to the aforementioned approval conditions.

Should you need any additional information please contact me at 233-1447.

Memo to Parks & Recreation
Notification of Approval (PPM CW-O-095)
West Boynton Park and Recreation Center
July 26, 2025
Page 3 of 3

- C: Fernando DelDago, Director, FDO Capital Improvements
 Purvi Bhogaita, Director, FDO Property & Real Estate Management
 Hector Pazos, Director, FDO Facilities Management
 Scott Marting, Director, Risk Management



PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
Recreation Services Division
Facility Improvement Request Guidelines

C

Thank you for your interest in submitting a facility improvement request at a facility managed by Palm Beach County Parks and Recreation Department. All County Departments are required to adhere to Countywide PPM# CW-O-095 Capital Improvements to County Facilities by Non-County Entities (attached).

The following information must be included in a written letter of request to the Palm Beach County Parks and Recreation Department when proposing a Capital Improvement. Please complete the attached form and submit to your County Liaison.

Contact Information

- **Organization**
West Boynton Little League (WBLL)
www.wbll.us
- **Contact Person(s)**
James Angelotti, West Boynton Little League President
PO Box 741023, Boynton Beach, FL 33474,
jangelotti@wbll.us, (954) 805-8243

General Project Description

- **Location**
 - West Boynton Park
 - North baseball quad; fields #4 & #7
- **Nature and Scope**
 - Complete outfield fencing of West Boynton Park Baseball fields 4 and 7
 - Materials the structure is made of Chain Link Fence
 - Fence will match existing park fence
 - 9ga chain link fence with 1 5/8" top and bottom rail.
 - All material to be 40 wt pipe
 - Majority of fence is 6' tall.
 - Portion of right field & right field line of field #4 is 10'
 - Electrical needs: n/a
 - Plumbing needs: n/a
 - Project Drawings: attached
 - Design/Installation/Labor: WBLL will hire Allied Aluminum & Railing.
 - Maintenance Plan: WBLL will donate the fencing to the county. PBC Parks & Recreation will be responsible for maintenance and upkeep.
- **Implementation Timeline**
 - Summer 2024, depending on process, approvals, and fundraising being met
 - Fields close for minimum two weeks during the summer, exact dates TBA
 - Could be pushed to mid-November 2024, during scheduled field renovation
- **Purpose and Objectives/Goals**
 - Completely enclose fields #4 & #7 with fencing.
 - The fences will help keep unauthorized users off of the fields and help minimize the damage done to the grass and infield areas.



PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

Recreation Services Division

Facility Improvement Request Guidelines

- The fences will help the league in policing the adults with whom the children come in contact by limiting field access points.
- **Programmatic justification supporting alignment with the conditions of the corresponding Operational, Funding and Use Agreement**
 - Safety for participants and specators of baseball and multipurpose fields.
 - Allows for ability to close and lock fields when needed by Parks Department.
 - Creates "open space" in outfield of baseball field #7.

Project Financials

- **Estimated Cost:** WBLL will cover entire cost. Current quote is \$30,795 (\$16,675 for field #7, \$14,120 for field #4).
- **Funding Sources**
 - WBLL will fund entire project
- **Restrictions (if any) on the proposed funding sources:** none

Please include written proposal on your organization's letterhead and submit your request to:

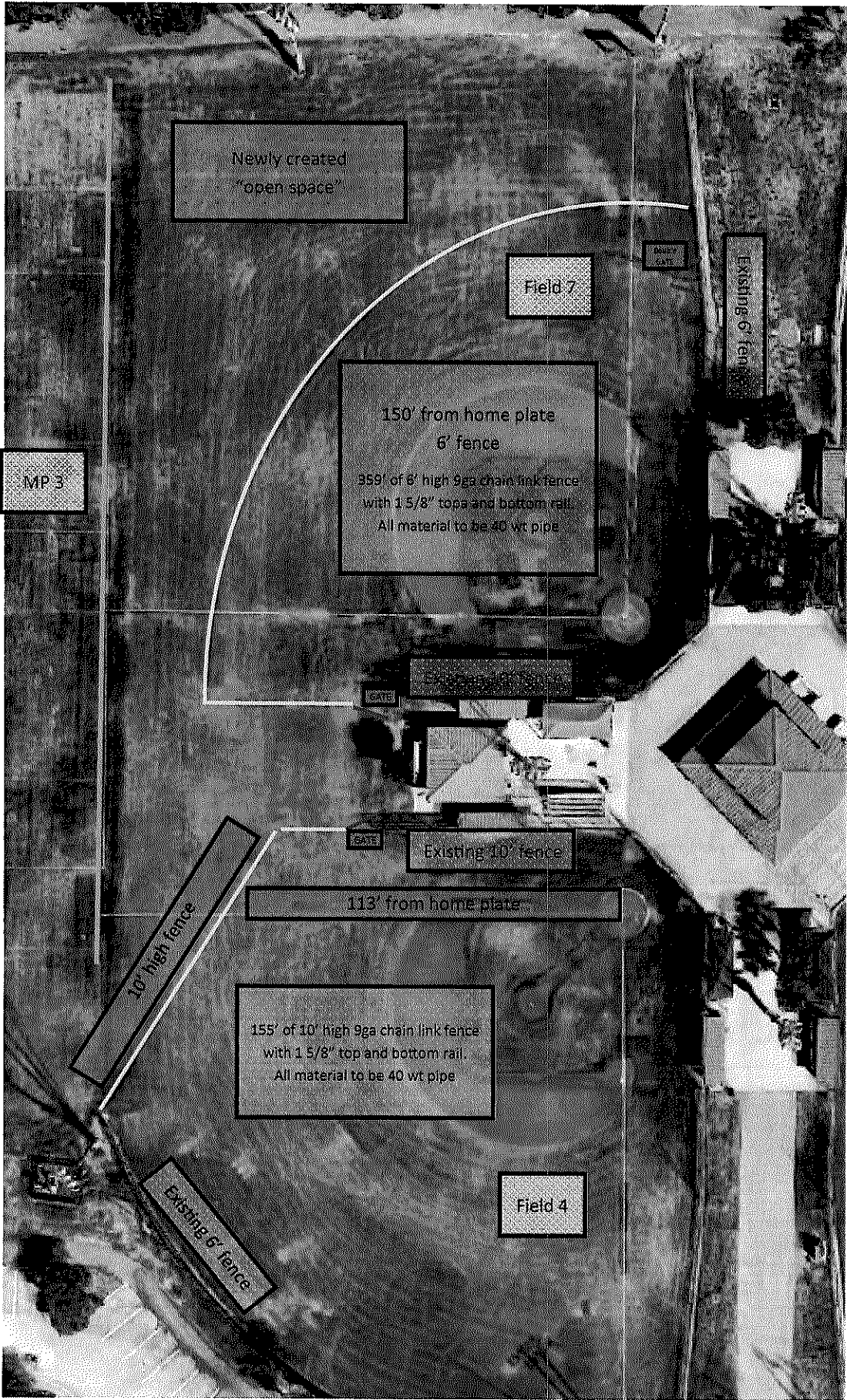
Travis McPheeters
West Boynton Recreation Center
Palm Beach County Parks and Recreation Department
6000 Northtree Blvd
Lake Worth, FL 33463

Per county policy, any proposed project that changes a County Facility by adding, expanding or improving a structure is considered a "Capital Improvement" and subject to the terms, requirements, and procedures set forth in County PPM# CW-O-095 "Capital Improvements to County Facilities by Non-County Entities" (see attached). This policy requires a Board of County Commissioners approved Agreement for the non-county entity interested in implementing and overseeing facility improvements on County property. Agreements may take between 4 – 6 months, from initiation to approval. Approval will only be granted if all steps are followed and the work aligns with the operational needs of the Parks and Recreation Department and meets all Department and County requirements.

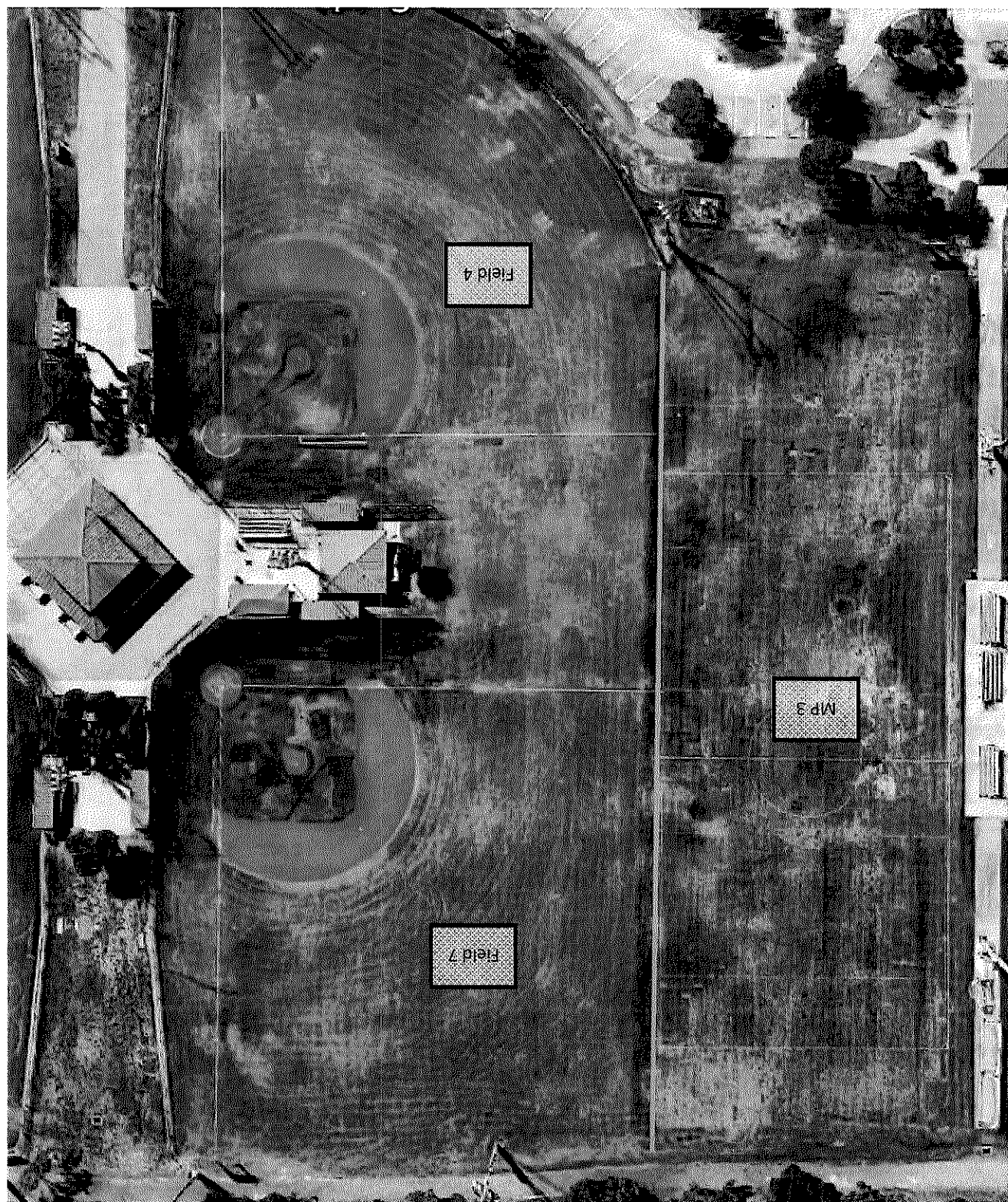
Upon receipt of your Facility Improvement Request, you will receive an acknowledgement of receipt from our Department within five (5) business days. Any Facility Improvement Request must be approved through the process described above. Facility Improvement Requests will require review by multiple County Departments prior to determination of approval. Please do not proceed with any purchases or improvements without first gaining written approval from the Parks and Recreation Department.

Please contact your County Liaison if you have any questions or need additional information.

West Boynton Park Fencing Proposal: Fields 4 & 7









Proposal Submitted to: West Boynton Little League

Billing Address:

City: Boynton State: FL Zip:

Phone #: Cell : (954) 805-8243

Fax # Email: jangelotti@wbil.us

Community Name:

Gated: Yes No Code#

Job Site Address: FIELD 4

Job Contact:

ALL FENCE LINES MUST BE CLEARED BY CUSTOMER PRIOR to installation. A trip charge may be added to contract price if crew is unable to start installation and must return at a later date. Allied Aluminum is **NOT** responsible for broken sprinklers or lines. Customer is responsible for obtaining Homeowner Association approval, and all necessary paperwork required for permit. Customer is responsible for the electrical grounding of fence and for landscaping if applicable.

Chain Link ☒ Wood ☐ PVC ☐ Steel ☐ Repair ☐ Other: _____

CHAIN LINK Height: 10ft **WOOD - PT** Height: _____ **PVC** Height: _____

Commercial VSB BOB STO PRES Color: _____

Galvanized DE FT OTHER: _____ Vendor: _____

Color: Galvanized Post space: 4ft 6ft 8ft Style: _____

Gauge: 9 ga Gate frame: Metal ☐ Wood ☐ Gate: _____ width

Coil Wire ☐ na ☐ Bottom Gate Hinge Post: 4X4 4X6 6X6

Top Rail: ☐ 1-3/8" ☒ 1-5/8"

Bottom Rail: ☐ 1-3/8" ☒ 1-5/8"

Middle Rail: ☐ 1-3/8" ☒ 1-5/8"

Brace & Truss: ☐ Yes ☒ No

Line Post: 2"

Cor Post: 3"

Gate Post: 4"

End Post: 3"

Walk Gate: 48"

Drive Gate: _____ Size

Single - Double Swing - Slide

Windscreen / PVT Slats ☐ Yes ☒ No

Color: _____

Barb Wire: ☐ Yes ☒ No

Concrete in Ground: ☒ Yes ☐ No

Core Drill: ☐ Yes ☒ No

Plate Mount: ☐ Yes ☒ No

Hinges: Std

Latch: Fork

Self Closing: na

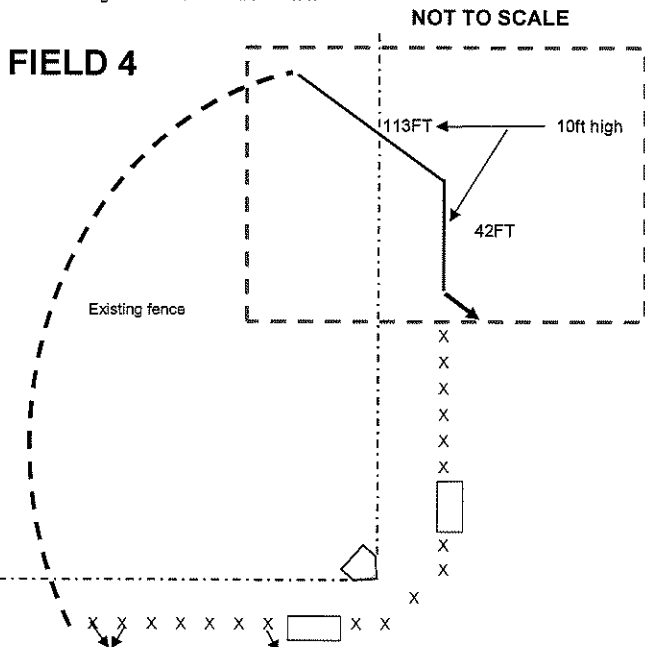
Drop Rod: na

Pool: ☐ Yes ☒ No

NOT TO SCALE

FIELD 4

Diagram labels: 113FT, 10ft high, 42FT, Existing fence



PAYMENT TERMS	
Price	\$ 13,995.00
Est Permit Fee	Extra at cost
Est Other Fees	\$ 125.00
Total	\$ 14,120.00
Deposit	\$ 2,000.00
Draw	\$ 7,060.00
COD	\$ 5,060.00

Install approx 155ft of 10ft high 9ga galvanized chain link fence with 1-4ft walk gate. All material sch 40wt pipe. Top / Middle / Bottom rail.

Will require site plan / survey approved by PBC. Permit cost will be extra and invoiced at end once PBC Building approves.

A 3% Convenience fee shall be added to all credit card purchases

Customer responsible for sprinklers, electrical grounding, HOA approval and landscape.

Comments/ Directions:	There will probably be meetings with PBC to go over fence layout. Fence permit will require someone authorized by the county to sign for the permit and other papers required by the county to install the fence.
------------------------------	---

To whom it may concern: Permission is hereby granted to ALLIED ALUMINUM, INC to act as my agent and to sign on my behalf as required to obtain necessary permits, easement agreement, landscape agreement, hold harmless letters, drainage permits, and indemnity letters that may be required to obtain permits from the city, county or other authority for installation as stated above.

Both sides of this proposal / contract must become an attachment / exhibit to any other written contract. I / We have read both the front and back of the foregoing proposed contract and accept the same on the terms and conditions printed on the reverse side and as stated above.

Allied Representative **Mike Brown** 561 880-1144

Owner / Representative

Approved by

Print Name

Date:

TERMS and CONDITIONS

For the price stated, ALLIED ALUMINUM & RAILING INC. (hereafter ALLIED), agrees to furnish all material and labor for the job described on the front. Any representation by ALLIED regarding an installation date is for the Customer's convenience and is an approximation only. The installation schedule changes daily due to circumstances both within and beyond ALLIED's control due to weather, permits, easement agreements, progress on prior scheduled jobs, obtaining paperwork from customer, measurement of custom orders, delivery of materials, "acts of God", labor, etc. No statement, warranty, implied or expressed, representation or agreement, written or verbal, not appearing upon the face of this contract shall be binding upon the parties hereto. (If applicable) All installation dates are contingent upon approved shop drawings and final field measurements.

This proposal does not become a contract until accepted by an officer of ALLIED and, if not accepted, any payment will be returned. Price, terms, and other elements of this proposal are good for 10 days from the submitted date and void thereafter at ALLIED's option. ALLIED expressly reserves all contractor's, mechanics, and material men's lien rights, which may be asserted under any provisions of law to secure payment of the contractor's price and may assert and fix the same as a lien upon real property on which installation is made. In any litigation arising out of this agreement, ALLIED shall be entitled to recover reasonable attorney's fees and court costs, including but not limited to costs associated with the collection of payment due. It is agreed between parties that in the event of a lawsuit, venue (ALLIED's discretion) shall lie in Palm Beach County or Broward County Florida.

Customer agrees that all materials remain the property of ALLIED until fully paid for. After 30 days, 1-12% interest may be charged per month, 18% annual may be charged on past due invoices at ALLIED's discretion. ALLIED is granted and guaranteed unobstructed access and the customer's irrevocable permission to enter the property and to remove same if not completely paid for when due. In case the buyer shall become insolvent, refuse or neglect to pay for the material herein provided, ALLIED may at its option, without process of law, retake possession of any or all material wherever the same may be found. Products stored for an extended period of time (over 60 days) are subject to storage charges and increased labor charges when installed. After 180 days, if customer has not contacted ALLIED regarding long term storage of material, ALLIED may consider the contract void, the deposit is forfeited and any additional costs are promptly due to ALLIED.

The purchaser agrees that the fence lines will be clear of obstructions for a minimum of two (2) feet on both sides of the proposed fence lines, and that the lines will be properly marked by the purchaser by stakes or otherwise. If the fence line is not clear when the crew arrives, the crew may clear the fence line and the purchaser agrees to pay \$50 per man hour for this service and to hold ALLIED harmless for damage while clearing the fence line (including damage to landscaping). This will keep the crew working and avoid extra trip charges. Charges may apply if the installation crew arrives and the site is not ready for installation. It is further understood that the customer is responsible for underground cables, sprinkler systems, pool piping, and all public and private utilities including underground installations such as electric conduit, cables, septic tanks, propane tanks, fiber optic cables, etc. and for the expense of the same. Allied is not responsible for damage to carpets, tile, walls, pavers, asphalt or ceilings and walls due to roof penetrations. The owner of the premises, or signer, agrees and assumes full responsibility for drilling, screwing, and lagging into cement walks, sea walls, roofs, and or any poured concrete structure of building.

The purchaser agrees that the price quoted herein is based upon average ground conditions, and does not contemplate the encountering of rock, swampy conditions, boulders larger than the holes to be dug, or unusually difficult digging. If these conditions are encountered and if it is necessary to drill, rent equipment or pay extra labor for the setting of posts or the installation of the fence, ALLIED shall be entitled to recover from purchaser the cost plus ten percent (10%). If the use of a digger with auger attachment is required the customer is aware, accepts, and understands that the fees of this equipment may likely damage the lawn and sprinklers. Purchaser agrees and is obligated to pay for extra material and labor that has not been listed in this contract.

Some permitting authorities require electrical grounding and landscaping of fence areas. If electrical grounding or landscaping is required for the final inspection by the building department, it is the customer's responsibility to accomplish same and notify ALLIED when they are complete so that the final inspection can be obtained. Any fees or charges incurred by ALLIED due to customer's failure to complete, or delay in obtaining same, will be the customer's responsibility, and paid or reimbursed to ALLIED. Under no circumstance will final payment be withheld while waiting for a building department final.

The customer agrees to provide and is responsible for obtaining all paperwork and forms required by the various building departments, or drainage districts in order for ALLIED to obtain necessary permits. This includes but is not limited to: Homeowners Association (HOA) approval, warranty deeds, survey (sealed or unsealed), signed easement agreements, etc. Any costs associated in obtaining necessary paperwork is the customer's responsibility. It is the responsibility of the Customer to order the appropriate fence, gate, or railing that is approved by the HOA. If the purchaser does not supply a survey, the purchaser agrees to be responsible for the location of the fence and the location of the property stakes. If a surveyor is required to mark property lines and / or corners, it is the responsibility of the customer to obtain the surveyor and pay all costs associated with same.

All measurements shown on the front of the contract are approximate. The actual measurements may vary. Custom gates, rails, fence, etc. are exactly that: custom. Material may vary, installation procedures may change, and designs may differ from the contract based upon final measurements, or field conditions encountered. ALLIED shall make any changes which in our judgment may be necessary while on the jobsite, or during manufacture in order to properly manufacture and install the materials. Any changes or deviations from the above specifications or quantities requested by the customer during installation, may require a change order or changes to the permit. If changes are required, the customer is fully responsible for costs. If the changes are not allowed, the customer will be fully responsible for material, labor and fees required to re-install as per the building department requirements.

The permit charge included with this estimate is for standard city or county permits only. The Customer agrees to pay for any additional costs associated with this permit. Additional costs may include increased permit fees, counter charges, and special approvals such as: drainage district permits, Notice of Commencements, variances, plan revisions, community appearance boards, etc.

All materials specified herein shall be free from defects in manufacture and workmanship and shall be warranted against same for a period of one year. Warranty does not cover acts of God, lightning, floods, vandalism, wind, hurricane, abuse, misuse or any failure not arising from the normal use of the product. ALLIED makes no warranty of merchantability or fitness of these products for any particular purpose.. ALLIED is not responsible for, and customer agrees to indemnify and hold harmless ALLIED from any damage arising from any personal injury of incidental or consequential damages of any kind that may arise out of the use of these products. Warranty is NULL and VOID if not paid in full at time of completion.

Wood is a natural product. All posts, regardless of species of wood will eventually split or crack. The natural drying process causes shrinkage and warpage of wood. Wood changes color when it ages, and may also appear blotchy due to mold, mildew or water stains. All wood fence weights and sizes can only be approximate. Gaps can develop between slats as the wood swells and shrinks. All wood slats can have minor (less than 6") splits or cracks in them. Customer is responsible for staining or painting of the wood.

CANCELLATIONS: The buyer has the right to cancel this contract. Home Solicitation (If Applicable). This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to ALLIED in person, by telegram, or by Certified mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment. There are no cancellation forms. A letter from the person signing the contract is sufficient to authorize cancellation. There are exceptions to this cancellation policy. Florida statutes sections 501.023-501.055. IN ALL CASES, at seller's discretion, if the order is canceled after 72 hours, 15% of the contracted amount in addition to any hard costs such as special materials, cost of labor in preparation of contracted work, fees, and, permit services will be charged against the customers deposit. The balance will be promptly returned to the customer.



ALLIED ALUMINUM & RAILING
3646 23rd Ave South #107
Lake Worth, FL 33461
(561) 736-3857(p) (561) 736-3861(fax)
WWW.ALLIEDALUMINUM.US

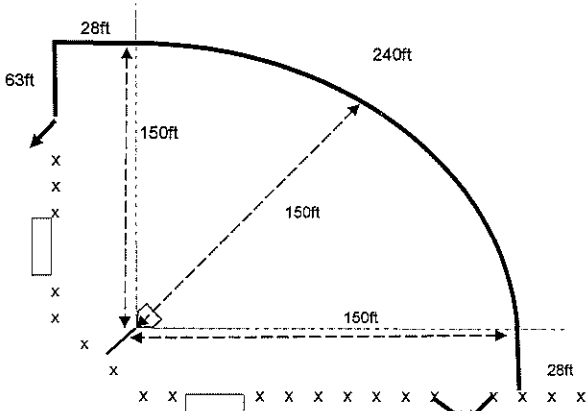
Date: May 31, 2023
sales@alliedaluminum.us
License # U-17525
License # 94-7491-FX

Proposal Submitted to: West Boynton Beach Little League
Billing Address:
City: Boynton Beach State: FL Zip:
Phone #: Cell : (954) 805-8243
Fax #: Email: iangelotti@wbll.us
Community Name:
Gated: Yes No Code#
Job Site Address: FIELD 7
Job Contact:

ALL FENCE LINES MUST BE CLEARED BY CUSTOMER PRIOR to installation. A trip charge may be added to contract price if crew is unable to start installation and must return at a later date. Allied Aluminum is NOT responsible for broken sprinklers or lines. Customer is responsible for obtaining Homeowner Association approval, and all necessary paperwork required for permit. Customer is responsible for the electrical grounding of fence and for landscaping if applicable.

Chain Link ☒ Wood ☐ PVC ☐ Steel ☐ Repair ☐ Other:
CHAIN LINK Height: 6ft
Commerical
Galvanized
Color: Galvanized
Gauge: 9ga
Coil Wire ☐ Top ☒ na
Top Rail: ☐ 1-3/8" ☒ 1-5/8"
Middle Rail: ☐ 1-3/8" ☒ na
Bottom Rail: ☐ 1-3/8" ☒ 1-5/8"
Brace & Truss: ☐ Yes ☒ No
Line Post: 2"
Cor Post: 3"
Gate Post: 3"
End Post: 3"
Walk Gate: 4ft
Drive Gate: 10ft Size
Double Swing
Windscreen / PVT Slats ☐ Yes ☒ No
Color:
Barb Wire: ☐ Yes ☒ No
Concrete in Ground: ☒ Yes ☐ No
Core Drill: ☐ Yes ☒ No
Plate Mount: ☐ Yes ☒ No
Hinges: Std
Latch: Fork
Self Closing: na
Drop Rod: Yes
Pool: ☐ Yes ☒ na
WOOD - PT Height:
VSB BOB STO PRES
DE FT OTHER:
Post space: 4ft 6ft 8ft
Gate frame: Metal ☐ Wood ☐
Gate Hinge Post: 4X4 4X6 6X6
PVC Height:
Color:
Vendor:
Style:
Gate: width
NOT TO SCALE

FIELD 7



PAYMENT TERMS	
Price	\$ 16,550.00
Est Permit Fee	Extra at cost
Est Other Fees	\$ 125.00
Total	\$ 16,675.00
Deposit	\$ 2,000.00
Draw	\$ 8,337.50
COD	\$ 6,337.50

Install approx 359ft of 6ft high 9ga chain link fence with 1-5/8" top and bottom rail. To include 1-4ft swing gate, and 1-10ft double gate (location TBD). All material to be 40wt pipe.

Will require site plan / survey approved by PBC. Permit cost will be extra and invoiced at end once PBC Building approves.

A 3% Convenience fee shall be added to all credit card purchases

Customer responsible for sprinklers, electrical grounding, HOA approval and landscape.

Comments/ Directions: There will probably be meetings with PBC to go over fence layout. Fence permit will require someone authorized by the county to sign for the permit and other papers required by the county to install the fence.

To whom it may concern: Permission is hereby granted to ALLIED ALUMINUM, INC to act as my agent and to sign on my behalf as required to obtain necessary permits, easement agreement, landscape agreement, hold harmless letters, drainage permits, and indemnity letters that may be required to obtain permits from the city, county or other authority for installation as stated above.

Both sides of this proposal / contract must become an attachment / exhibit to any other written contract. I / We have read both the front and back of the foregoing proposed contract and accept the same on the terms and conditions printed on the reverse side and as stated above.

Allied Representative Mike Brown 561 880-1144
Owner / Representative
Approved by
Print Name Date:

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