

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 17, 2006

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with Community Back to School Bash, Inc. for the period October 17, 2006, through December 1, 2006, in an amount not-to-exceed \$5,000 for funding of the 12<sup>th</sup> Annual Community Back to School Bash event.

**Summary:** This funding is to help offset costs for the annual Community Back to School Bash event sponsored by Community Back to School Bash, Inc. and held on August 12, 2006. This event provided backpacks and school supplies for approximately 8,000 disadvantaged children from kindergarten age through 12th grade. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to May 15, 2006. Funding is from the Recreation Assistance Program (RAP). District 2 (AH)

**Background and Justification:** Community Back to School Bash, Inc. is a not-for-profit organization comprised of 19 not-for-profit agencies and nine corporations that combine resources to help to prepare economically disadvantaged children for the first day of school at a community event with a carnival-like atmosphere. The children served are indigent, homeless, potentially homeless or residing in foster care. Services such as haircuts, immunizations and physicals were offered in addition to such necessities as clothing, school supplies, and backpacks.

The total cost of the event was \$93,000 for backpacks, school supplies, refreshments, and other miscellaneous expenses. The \$5,000 from District 2 RAP funding will help allocate a portion of the expenses paid by Community Back to School Bash, Inc. for the event. The Agreement has been executed on behalf of Community Back to School Bash, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

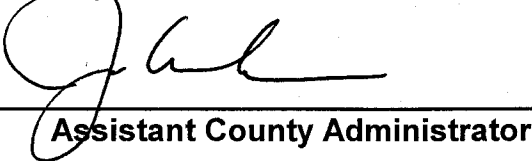
Recommended by:

  
Department Director

Date

9/20/06

Approved by:

  
Assistant County Administrator

Date

9-29-06

## **II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>5,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

Is Item Included in Current Budget? Yes X No         
Budget Account No.: Fund 3600 Department 583 Unit R902  
Object 8201 Program N/A

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

## Recreation Assistance Program

District 2	3600-583-R902-062-8201	\$5,000
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C. Departmental Fiscal Review: ckopolakis

### III. REVIEW COMMENTS

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

OFFB  
9/26/06  
m8  
9/25/06  
9/26/06  
pm

B. Legal Sufficiency:

*Jim J. Jacobs* 9/28/06  
Contract Development and Control  
E. Jones 9/28/06

**B. Legal Sufficiency:**

Anne Delmont 9/28/06  
Assistant County Attorney

**This Contract complies with our contract review requirements.**

**C. Other Department Review:**

Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COMMUNITY BACK TO  
SCHOOL BASH, INC. FOR FUNDING OF THE 12<sup>TH</sup> ANNUAL COMMUNITY BACK TO  
SCHOOL BASH EVENT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Community Back to School Bash, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Community Back to School Bash".

**WITNESSETH:**

**WHEREAS**, Community Back to School Bash is a not-for-profit organization comprised of nineteen (19) not-for-profit agencies and nine (9) corporations that combine resources to provide backpacks and school supplies for disadvantaged children in Palm Beach County; and

**WHEREAS**, the collaborative effort group holds the Community Back to School Bash Event annually, hereinafter referred to as "The Event", in various County locations; and

**WHEREAS**, this year's Event was held at the Palm Beach Convention Center on August 12, 2006, and assisted approximately eight thousand (8,000) children from kindergarten age through the twelfth grade; and

**WHEREAS**, the children served were indigent, homeless, potentially homeless or residing in foster care and were assisted by being provided with school supplies, clothing, immunizations, physicals, and haircuts; and

**WHEREAS**, the Event helped prepare economically disadvantaged children for the first day of school in a carnival-like atmosphere; and

**WHEREAS**, the total cost of the Event was approximately \$93,000 for backpacks, school supplies, refreshments, and other miscellaneous expenses associated with the Event; and

**WHEREAS**, Community Back to School Bash has requested that County provide \$5,000 to help offset expenses for the Event; and

**WHEREAS**, funding for the Event in an amount not to exceed \$5,000 is available from the Recreation Assistance Program (RAP) District 2; and

**WHEREAS**, community special events benefiting children of Palm Beach County are deemed a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed \$5,000 to Community Back to School Bash for the Event to include backpacks, school supplies, and other miscellaneous expenses associated with the Event, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Community Back to School Bash on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Community Back to School Bash. Said information shall list each invoice paid by Community Back to School Bash and shall include the vendor invoice number; invoice date; and the amount paid by Community Back to School Bash along with the number and date of the respective check or proof of payment for said payment. Community Back to School Bash shall attach a copy of each vendor invoice paid by Community Back to School Bash along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Community Back to School Bash's Program Administrator and Project Financial Officer shall certify the total funds spent by Community Back to School Bash on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Community Back to School Bash and approved by Community Back to School Bash as indicated.

3. Community Back to School Bash incurred expenses for the Project beginning on May 15, 2006. Those costs incurred by Community Back to School Bash for the Project, approved and submitted accordingly by Community Back to School Bash subsequent to May 15, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Community Back to School Bash may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Community Back to School Bash warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

7. Community Back to School Bash shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until December 1, 2006, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Community Back to School Bash is in default of its obligations under this Agreement, the County shall provide Community Back to School Bash thirty (30) days written notice to cure the default. In the event Community Back to School Bash fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Community Back to School Bash for the Project deemed to be in default and Community Back to School Bash shall return any County RAP funds already collected by Community Back to School Bash for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Community Back to School Bash shall complete the Project by August 31, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 15, 2006, through August 31, 2006. Community Back to School Bash shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 1, 2006. Upon written notification to County at least ninety (90) days prior to that date Community Back to School Bash may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Community Back to School Bash's request for said extension.

12. In the event Community Back to School Bash ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Community Back to School Bash. The determination that Community Back to School Bash has ceased or suspended the Project shall be made by County and Community Back to School

Bash agrees to be bound by County's determination.

13. Community Back to School Bash agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Community Back to School Bash. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Community Back to School Bash is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Community Back to School Bash shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Community Back to School Bash, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

16. Community Back to School Bash shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Community Back to School Bash are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Community Back to School Bash under this Agreement.

**Commercial General Liability.** Community Back to School Bash shall maintain

Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Community Back to School Bash shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employer's Liability.** Community Back to School Bash shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. Community Back to School Bash shall provide this coverage on a primary basis.

**Additional Insured.** Community Back to School Bash shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Community Back to School Bash shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Community Back to School Bash hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Community Back to School Bash shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Community Back to School Bash enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Community Back to School Bash shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County,

c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461,  
Attention: Administrative Support Manager.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Community Back to School Bash shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Community Back to School Bash shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Community Back to School Bash, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Community Back to School Bash may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Community Back to School Bash certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

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

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand



delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

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

As to Community Back to School Bash:

Executive Director  
Community Back to School Bash, Inc.  
1712 Second Avenue North  
Lake Worth, FL 33460

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

WITNESSES:

Dusan W. Krupar  
Veronica Kunitz

COMMUNITY BACK TO SCHOOL BASH, INC.

FEI Number: 65-1141522

By: Georgia A. Rose

Name (Type or Print)

Title: President, Community Back to School Bash

By: Luigi A. Ra  
Signature

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

**BACKGROUND INFORMATION**

Name of Agency: **Community Back to School Bash, Inc.**  
Mailing Address: 1712 Second Avenue North, Lake Worth, FL 33460

Name of Chairman/President: Georgia Rose

Name of Executive Director: Suzanne Cabrera

Project/Project Liaison Information:

Name: Suzanne Cabrera

Telephone #: 561-494-0125

Fax #: 561-494-2922

e-mail: scabrera@thelordsplace.org

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: 12<sup>th</sup> Annual Community Back to School Bash
2. Project/ Program Description

- General (Project Scope):

The Community Back to School Bash, Inc. is a 501(c)(3) nonprofit coalition organization comprised of nineteen not-for-profit agencies and nine corporations that combine resources to provide backpacks and school supplies for disadvantaged children in Palm Beach County. The significant factor about this back-to-school event is that children and families attend by invitation only, having been referred by one of the participating nonprofit agencies that is able to verify their financial need for this service.

The invited children are guided through the "store" of supplies by volunteer shoppers and have the opportunity to select grade-appropriate items including backpacks, pens, pencils and other necessary items in the style he or she prefers. The children will also receive free haircuts, books and clothing that have been collected by the participating agencies making it easy for both child and parent to prepare for the upcoming school year. If there is sufficient funding, the neediest of the children will also receive clothing vouchers to purchase uniforms for school.

- Public Purpose:

Prepares needy Palm Beach County students, pre-kindergarten through twelfth grade, entering the 2006-2007 school year with the opportunity to begin school with new supplies, placing them on equal footing with their fellow students.

- Location:

Palm Beach Convention Center  
650 Okeechobee Boulevard  
West palm Beach, FL 33401

- Anticipated Number of Participants/Users:

Approximately 8,000 children.

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts.

Backpacks and school supplies, Refreshments for participants, are our only broad categories.

4. Estimated Lump Sum Total for Project/Program \$ 93,000

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame.  
5/15/06 to 8/31/06  
day/month/year                      day/month/year

(Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance   x  

Amount of Recreation Assistance Program Funding awarded \$ 5,000

District   2    
EXHIBIT A  
Page 2 of 22



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

\_\_\_\_\_ Date \_\_\_\_\_

Grantee \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services  
S = Salary & Wages  
M = Materials, Supplies, Direct Purchases  
E = Equipment  
T = Travel  
I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

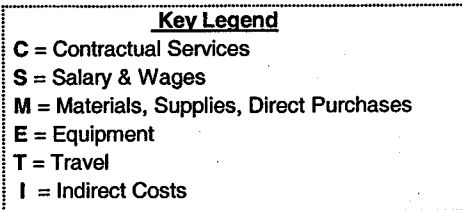
\_\_\_\_\_  
Administrator Date

\_\_\_\_\_  
Financial Officer Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Costs To Date:	\$ _____
County Obligation To Date	\$ _____
County Retainage ( _____ %)	\$ _____
County Funds Previously Disbursed	\$ _____
County Funds Due this Billing	\$ _____

Reviewed and Approved By: \_\_\_\_\_  
PBC Project Administrator Date  
\_\_\_\_\_  
Department Director Date

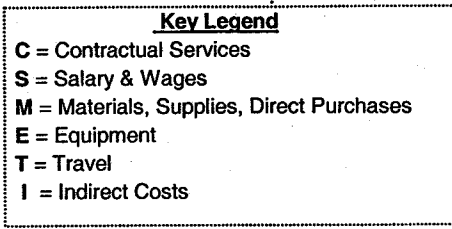


**EXHIBIT B**

Date \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

Page 2 of



**EXHIBIT B**  
**(cont'd.)**

Page 3 of 3

## ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WM  
COMM1-ADATE (MM/DD/YYYY)  
08/08/06

PRODUCER  John Sena Agency, Inc. 190 Glades Road, Suite C Boca Raton FL 33432 Phone: 561-391-4661 Fax: 561-338-6551	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED  Community Back to School Bash, Harreen Bertisch 1712 2nd Ave North Lake Worth FL 33460	<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Burlington Insurance</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Burlington Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Burlington Insurance													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

## COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

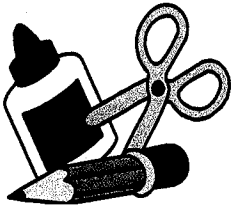
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	B0109699A	08/07/06	08/15/06	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1000000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1000000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2000000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 100000</td></tr></table>	EACH OCCURRENCE	\$ 1000000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000	MED EXP (Any one person)	\$ 5000	PERSONAL & ADV INJURY	\$ 1000000	GENERAL AGGREGATE	\$ 2000000	PRODUCTS - COMP/OP AGG	\$ 100000
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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E.L. EACH ACCIDENT	\$																
E.L. DISEASE - EA EMPLOYEE	\$																
E.L. DISEASE - POLICY LIMIT	\$																
	<b>OTHER</b>																

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Special Event coverage - Community Back to School Bash at Palm Beach County Convention Center, 650 Okeechobee Blvd., West Palm Beach, FL 33401. Palm Beach County Board of County Commissioners are incl as Additional Insureds

## CERTIFICATE HOLDER

PALM B2  Palm Beach County 301 N Olive Avenue West Palm Beach FL 33401	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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# COMMUNITY BACK TO SCHOOL BASH

Adopt-A-Family  
Of the Palm Beaches

Center for Family  
Services

Center for Information  
& Crisis Services

Child and Family  
Connections

Children's Services  
Council

Community Child Care  
Center of Delray Beach

Department of Children  
& Families

Families First  
of Palm Beach County

Family & Community  
Partnership

Farmworker  
Coordinating Council

Foster/Adoptive  
Parents Association

Guatemalan-Maya  
Center

Health Care District  
of Palm Beach County

Legal Aid Society

NOAH

Operation Hope

Palm Beach County  
School District  
Prevention Center

Sickle Cell Foundation

The Lord's Place

United Way  
of Palm Beach County

August 29, 2006

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

**Re: Palm Beach County District 2 Recreation Assistance Program (RAP) Funding for 2006 Community Back to School Bash.**

Dear Mr. Eshleman:

The Community Back to School Bash is not required by the State of Florida to carry Worker's Compensation Insurance (given that the Bash relies entirely on the generosity of volunteers who make this project possible) under Chapter 440.02 FL Statutes, as stated below:

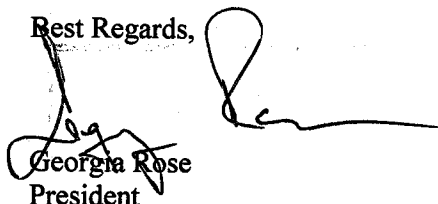
*6. A volunteer, except a volunteer worker for the state or a county, municipality, or other governmental entity. A person who does not receive monetary remuneration for services is presumed to be a volunteer unless there is substantial evidence that a valuable consideration was intended by both employer and employee. For purposes of this chapter, the term "volunteer" includes, but is not limited to:*

*a. Persons who serve in private nonprofit agencies and who receive no compensation other than expenses in an amount less than or equivalent to the standard mileage and per diem expenses provided to salaried employees in the same agency or, if such agency does not have salaried employees who receive mileage and per diem, then such volunteers who receive no compensation other than expenses in an amount less than or equivalent to the customary mileage and per diem paid to salaried workers in the community as determined by the department; and*

*b. Volunteers participating in federal programs established under Pub. L. No. 93-113.*

If you have any questions, please feel free to contact me at (561) 253-1361 ext.109.

Best Regards,



Georgia Rose  
President

2006 Community Back to School Bash, Inc.

1712 Second Avenue North, Lake Worth, FL 33460  
Phone (561) 253-1361 - Fax (561) 253-1370