Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

, tolito, tillings		
Meeting Date: October 17, 2006	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks and Recreation		
Submitted By: Parks and Recreation Department		
Submitted For: Parks and Recreation Department		
I. EXECUTIVE BI	RIEF	
Motion and Title: Staff recommends motion to approx The Alliance for Youth, Inc. for the period October 17, amount not-to-exceed \$1,500 for funding of the 2006 St	, 2006, through Decem	iber 15, 2006, in an
Summary: This funding is to assist with expenses incurred Youth, Inc. for the Summer Youth College Program held Campus in the summer of 2006. This program served Agreement allows for the reimbursement of eligible pre-Agree 1, 2006. Funding is from the Recreation Assistance.	d at Palm Beach Comn ed 13 participants from Agreement expenses in	nunity College South age 8 to 18. The curred subsequent to
Background and Justification: Boca Raton's Promise organization whose purpose is to improve the lives of identifying and providing fundamental resources needed. The Summer Youth College Program provides opportung participate in various classes and activities offered at a Campus.	f youth in the greater l to lead happy, healthy, nities for pre-teen and y	Boca Raton area by and productive lives. ounger teen youth to
The 2006 Summer Youth College Program cost \$2,301 feepenses relating to the program. The RAP funding from the Agreement has been executed on behalf of Boca Ra and now needs to be approved by the Board of County	m District 4 will offset \$ ⁻ aton's Promise – The Al	1,500 of that amount.
Attachment: Agreement		
Recommended by: Department Director Approved by:	•	10-6-06
Assistant County Adminis	trator Dat	e

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact:				
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 1,500 -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	1,500	0	0	0-	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren Budget Account No.:	t Budget? Yes Fund <u>3600</u> I Object <u>8201</u>			4	
B. Recommended Source	es of Funds/Su	ımmary of Fis	cal Impact:		
Recreation Assistance	ce Program			1	
District 4 360	0-583-R904-062	2-8201	\$1,500		
C. Departmental Fiscal R	Review:	ckopelakis			-
	III. RE	VIEW COMME	<u>NTS</u>		
A. OFMB Fiscal and/or C	ontract Develo	pment and Co	ontrol Comme	nts:	
ORMB	mg 9/25/06	de Cor	itract Developn	vedo po nept and Contr Egono 9/28/	<u>/5/06</u> ol ob
B. Legal Sufficiency:	de de		This Contract com	nlies with our	•
Assistant County Attorne	/ ₅ / ₀₆		contract review req	uirements.	· · · · · · · · · · · · · · · · · · ·
C. Other Department Rev	view:				
	•				
Department Director					

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AGREEMENT BETWEEN PALM BEACH COUNTY AND BOCA RATON'S PROMISE -THE ALLIANCE FOR YOUTH, INC. FOR THE 2006 SUMMER YOUTH COLLEGE PROGRAM

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 Boca Raton's Promise - The Alliance for Youth, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Boca Raton's Promise".

WITNESSETH:

WHEREAS, Boca Raton's Promise is a not-for-profit organization whose purpose is to improve the lives of youth in the greater Boca Raton area by identifying and providing them with fundamental resources needed to lead happy, healthy, and productive lives; and

WHEREAS, in order to provide a safe place with supervised activities during summer vacation, Boca Raton's Promise offers the Summer Youth College program at Palm Beach Community College South in Boca Raton; and

WHEREAS, the Summer Youth College program provided recreational and cultural experiences for thirteen (13) youth from ages eight (8) through fourteen (14) from June 19, 2006, through July 28, 2006; and

WHEREAS, the Summer Youth College Program provides opportunities for pre-teen and younger teen youth to participate in a variety of classes and activities in a safe environment during working hours from Monday through Friday; and

WHEREAS, the Summer Youth College Program cost \$2,301 for registration fees for the campers and other miscellaneous expenses related to the Summer Youth College Program; and

WHEREAS, Boca Raton's Promise has requested that County provide \$1,500 to help offset costs for the Summer Youth College Program; and

WHEREAS, funding for said Program in an amount not to exceed \$1,500 is available from District 4 Recreation Assistance Program (RAP) reserves: and

WHEREAS, recreational and cultural summer programs for youth serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

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

- 1. County agrees to fund an amount not to exceed \$1,500 to Boca Raton's Promise for the Summer Youth College Program for registration fees and other miscellaneous expenses related to the program as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to Boca Raton's Promise 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 Boca Raton's Promise. Said information shall list each invoice paid by Boca Raton's Promise and shall include the vendor invoice number; invoice date; and the amount paid by Boca Raton's Promise along with the number and date of the respective check or proof of payment for said payment. Boca Raton's Promise shall attach a copy of each vendor invoice paid by Boca Raton's Promise 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, Boca Raton's Promise's Program Administrator and Project Financial Officer shall certify the total funds spent by Boca Raton's Promise on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Boca Raton's Promise and approved by Boca Raton's Promise as indicated.
- 3. Boca Raton's Promise incurred expenses for the Project beginning on June 1, 2006. Those costs incurred by Boca Raton's Promise for the Project, approved and submitted accordingly by Boca Raton's Promise subsequent to June 1, 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 Boca Raton's Promise 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. Boca Raton's Promise warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Boca Raton's Promise agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 7. Boca Raton's Promise shall be responsible for all costs of operation and maintenance of the Project.
- 8. The term of this Agreement shall be until December 15, 2006, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Boca Raton's Promise is in default of its obligations under this Agreement, the County shall provide Boca Raton's Promise thirty (30) days written notice to cure the default. In the event Boca Raton's Promise 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 Boca Raton's Promise for the Project deemed to be in default and Boca Raton's Promise shall return any County RAP funds already collected by Boca Raton's Promise 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. Boca Raton's Promise shall complete the Project by September 15, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2006, through September 15, 2006. Boca Raton's Promise 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 15, 2006. Upon written notification to County at least ninety (90) days prior to that date Boca Raton's Promise may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Boca Raton's Promise's request for said extension.
- 12. In the event Boca Raton's Promise 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 Boca Raton's Promise. The determination that Boca Raton's Promise has ceased or suspended the Project shall be made by County and Boca Raton's Promise agrees to be bound by County's determination.

- 13. Boca Raton's Promise 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 Boca Raton's Promise. 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 Boca Raton's Promise 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, Boca Raton's Promise 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 Boca Raton's Promise, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which Boca Raton's Promise is eligible to receive reimbursement from the County.

16. Boca Raton's Promise 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 Boca Raton's Promise are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Boca Raton's Promise under this Agreement.

Commercial General Liability. Boca Raton's Promise 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. Boca Raton's Promise shall provide this coverage on a primary basis.

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

Additional Insured. Boca Raton's Promise 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." Boca Raton's Promise shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Boca Raton's Promise 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 Boca Raton's Promise 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 Boca Raton's Promise enter into such an agreement on a pre-loss basis.

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

ATTEST:

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

As to Boca Raton's Promise:

Executive Director
Boca Raton's Promise - The Alliance for Youth, Inc.
6300 Park of Commerce Boulevard
Boca Raton, FL 33487

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.

PALM BEACH COUNTY, FLORIDA, BY ITS

Comptroller	BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Tony Masilotti, Chairman
WITNESSES: Wen W. Men	BOCA RATON'S PROMISE - THE ALLIANCE FOR YOUTH, INC. Tax I.D. Number: 650878294
Derouica framett	By: Rita Thrasher Name (Type or Print) Title: Executive Director By: Rita Thrasher Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
County Attorney	Dennis L. Eshleman, Director Parks and Recreation Department

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

BACKGROUND INFORMATION

Name of Agency: Boca Raton's Promise, Inc.

Mailing Address:

6300 Park of commerce Blvd.

Boca Raton, FL 33487

Federal Employer Identification Number: 650878294

Name of President: Dr. Merrilee Middleton

Name of Executive Director: Rita Thrasher

Project/Project Liaison Information:

Name: Rita Thrasher

Telephone #: (561) 981-5330

(561) 981-5332

e-mail:

brpromis@gate.net

PROJECT/PROGRAM INFORMATION

Name of Project/Program: 2006 Summer youth Classes/Activities

- 2. Project/ Program Description
 - General (Project Scope): Now in its 7th year, the Summer Youth College provides recreational activities and cultural experiences for youth ages 8-14 from June 19 through July 28, 2006 from 9:00 -4:00. Cost: \$59 per session.
 - Public Purpose: Provides opportunities for pre-teen youth to participate in a variety of classes and activities in a safe environment during working hours Monday through Friday.
 - Location: Palm Beach Community College South, 300 St. Lucie Ave. Boca Raton, FL 33431-6491
 - Anticipated Number of Participants/Users: 13

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.

Reg	istr	atic	n fe	es
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- 4. Estimated Lump Sum Total for Project/Program \$ 2,301.
- 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.

 June 1, 2006 to September 15, 2006

(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:

Articles of Incorporation: X

Amount of Recreation Assistance Program Funding awarded

-	\$	150	0	
į	Di	strict	4	

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



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

			Date	i i
Grantee			Project Name:	
Submission #:			Reimbursement Period:	
Item		Key	Project Costs This Submission	Cumulative Project Costs
Contractual Serv	ices	(C)		
Salary & Wages	(% of salaries)	(S)		
Materials, Suppli	es, Direct Purchases	(M)		. · · · · · · · · · · · · · · · · · · ·
Equipment		(E)	· · · · · · · · · · · · · · · · · · ·	·
Travel		(T)		
Indirect Costs		(1)		
	TOTAL PROJECT COSTS	;		!
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct P E = Equipment T = Travel I = Indirect Costs	urchases		
expenses were	nereby certify that the above incurred for the work identifie thed in the attached progress		been maintained as requ	rtify that the documentation has ired to support the project and is available for audit upon
Administrator	Date		Financial Officer	Date
			DBC LISE ONLY	

	PBC USE ONLY		
County Funding Participation	\$		
Total Project Costs To Date:	\$	i	
County Obligation To Date	\$		
County Retainage (%)	\$	1	
County Funds Previously Disburse	ed \$. •
County Funds Due this Billing	\$		
Reviewed and Approved By:			
	PBC Project Administrator	Date	
	Department Director	Date	

<u>Key Legend</u> **C** = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B

		I = Indirect Co	sts	***************************************			Date)	-	
	(Grantee:				·	Proje	ct Name:	•	· · · · · · · · · · · · · · · · · · ·
		Submittal #:				-	Contr	act Reimbursem	ent Period:	
				Check or	Voucher		Invoi	ce		
#	Payee (Vendor/Contractor	r)	Key	Number	Date	Nı	ımber	Date	Amount	Expense Description
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2						_				
3						_	,,,,,,,,,			
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5	·					<u></u>				
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	Certification: I hereby certi accomplishing this project.	ify that the pur	chases no	oted above wer	e used in	Certificat documen request.	ion: I here Itation have	by certify that bid e been maintaine	I tabulations, executed co d as required to support	ontract, cancelled checks, and other purchasing the costs reported above and are available for audit upon
	Administrator			Date				Financial Officer		Date

Key Legend

C = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment

T = Travel

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I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

# Payee (Vendor/Contractor) Key Numbor Date Number Date Amount Expense Description Payee (Vendor/Contractor) Rev Numbor Date Number Date Amount Expense Description		<u> </u>	Check or Voucher		Invoice				
Certification: I hereby certify that the purchases noted above were used in accomplishing this project. Certification: I hereby certify that the purchases noted above were used in accomplishing this project. Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.	#	Payee (Vendor/Contractor)	Key	Number	Date	, Number	Date	Amount	Expense Description
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and are available for audit upon request.						purchasing docu	umentation have	been maintained a	s required to support the costs reported above
Administrator Date Financial Officer Date						and are availabl	e for audit upon	request.	
Administrator Date Financial Officer Date									
Administrator Date Financial Officer Date		·			·	<u></u>			
		Administrator		Date	•		Financial Officer		Date

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Clien	it#: 97155		BOC	ARATO7		
CERTIFI	CATE OF LIA					DATE (MM/DD/YYYY) 07/12/05
		THIS CERT	IFICATE IS ISSUI	ED AS A MATTER	OF INF	ORMATION
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insurance.

CERTIFICATE HOLDER

Palm Beach County c/o Parks and Recreation Dept. 2700 6th Avenue Lake Worth, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _______ 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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BOCA RATON'S PROMISE

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Marketable Skills

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Rita J. Thrasher

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*Founding Board Members

September 1, 2006

Dennis Eshleman, Director Parks and Recreation 2700 6th Ave South Lake Worth, FI 33461

This letter accompanies our application for reimbursement for District 4 Recreation Assistance Program funding.

Please note that our organization is not required by the State of Florida to carry worker's compensation insurance as we have but one full time, paid employee.

thrash.

Thank you.

Rita Thrasher

Executive Director



6300 Park of Commerce Blvd. • Boca Raton, Florida 33487 Tel 561.981.5830 • Fax 561.981.5332 • E-mail brpromis@gate.net www.bocaratonspromise.org