

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 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 the Community Development Foundation, Inc. for the period November 21, 2006, through February 28, 2007, in an amount not-to-exceed \$6,000 for funding of the Children of Our Neighborhood event.

Summary: This funding is to help offset costs for a month-long cultural enrichment program offered by the Community Development Foundation, Inc. to the Delray Beach community through its After School Program. The event was held from September 17, 2006, to October 17, 2006, and consisted of an art program where approximately 75 After School Program students created Caribbean artwork that was displayed and interpreted to the community on the weekends. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to August 12, 2006. Funding is from the Recreation Assistance Program (RAP). District 7 (AH)

Background and Justification: The Community Development Foundation, Inc. is a not-for-profit organization that supports non-profit charitable and community based organizations in an effort to further the appreciation and understanding of music, culture and history through education and community outreach programs. The Community Development Foundation, Inc. offered the Children of Our Neighborhood event from September 17 through October 16, 2006, for participants in its After School Program who produced multi-cultural artwork consisting of Caribbean painting, wood-carving, and crafts. The artwork was displayed to the community on weekends and storytellers provided an introduction and understanding to the arts from a multi-cultural perspective.

The total cost of the Children of Our Neighborhood event was \$15,000 for slat wall panels, folding displays, portable three panel table top displays, poster hangers with frames, aluminum easel radio advertising, food and beverages, and other miscellaneous expenses associated with the event. The \$6,000 from District 7 RAP funding will help offset a portion of the expenses paid by the Community Development Foundation, Inc. for the event expenses. The Agreement has been executed on behalf of the Community Development Foundation, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: _____

Eric Lacey
Department Director

10/27/06
Date

Approved by: _____

John
Assistant County Administrator

11-8-06
Date

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>6,000</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>
NET FISCAL IMPACT	<u>6,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Recreation Assistance Program

District 7 3600-583-R907-099-8201 \$6,000

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

[Signature] 11-2-06
OFMB
[Signature] 11/1/06 11-1-06

[Signature] 11/6/06
Contract Development and Control
E. Jones 11/6/06

B. Legal Sufficiency:

Anne Delgant 11/8/06
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP05-06\District 7\Community Development Foundation, Inc\Agenda2.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COMMUNITY
DEVELOPMENT FOUNDATION, INC. FOR THE CHILDREN OF OUR
NEIGHBORHOOD 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 Development Foundation, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Community Development Foundation".

W I T N E S S E T H:

WHEREAS, Community Development Foundation is a not-for profit organization that supports non-profit charitable and community based organizations in an effort to further the appreciation and understanding of music, culture and history through education and community outreach programs; and

WHEREAS, Community Development Foundation is offering the Children of Our Neighborhood Event (the Event), which is a month long activity from September 17, 2006, through October 17, 2006, for participants in its After Care Program and the community; and

WHEREAS, the Event consists of an art program in which participants create Caribbean artwork (painting, wood-carving, and crafts) during the week, which are displayed to the public and other children's groups on weekends; and

WHEREAS, weekends during the event include story-telling and an introduction to art history with the emphasis on understanding arts from a multi-cultural perspective; and

WHEREAS, approximately seventy five (75) to one hundred (100) children and community members are anticipated to participate in the Event; and

WHEREAS, the cost of Event is approximately \$15,000 for slat wall panels, folding displays, portable table top displays, poster hangers with frames, aluminum easels, radio advertising, food and beverages, and miscellaneous expenses associated with the Event; and

WHEREAS, Community Development Foundation has requested \$6,000 from County to help offset costs for the Event; and

WHEREAS, funding for the Event in an amount not-to-exceed \$6,000 is available from the Recreation Assistance Program (RAP) - District 7; and

WHEREAS, after school programs and community events serve 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 \$6,000 to Community Development Foundation to assist with costs for the Children of Our Neighborhood Event for slat wall panels, folding displays, portable table top displays, poster hangers, with frames, aluminum easel radio advertising, food and beverages, and 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 Development Foundation 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 Development Foundation. Said information shall list each invoice paid by Community Development Foundation and shall include the vendor invoice number; invoice date; and the amount paid by Community Development Foundation along with the number and date of the respective check or proof of payment for said payment. Community Development Foundation shall attach a copy of each vendor invoice paid by Community Development Foundation 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 Development Foundation's Program Administrator and Project Financial Officer shall certify the total funds spent by Community Development Foundation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Community Development Foundation and approved by Community Development Foundation as indicated.

3. Community Development Foundation incurred expenses for the Project beginning

on August 12, 2006. Those costs incurred by Community Development Foundation for the Project, approved and submitted accordingly by Community Development Foundation subsequent to August 12, 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 Development Foundation 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 Development Foundation 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 Development Foundation 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. Community Development Foundation shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until February 28, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Community Development Foundation is in default of its obligations under this Agreement, the County shall provide Community Development Foundation thirty (30) days written notice to cure the default. In the event Community Development Foundation 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 Development Foundation for the Project deemed to be in default and Community Development Foundation shall return any County RAP funds already collected by Community Development Foundation 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 Development Foundation shall complete the Project by November

30, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 12, 2006, through November 30, 2006. Community Development Foundation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Community Development Foundation may request an extension beyond this period or the completed project on or before February 28, 2007. Upon written notification to County at least ninety (90) days prior to that date Community Development Foundation may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Community Development Foundation's request for said extension.

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

13. Community Development Foundation 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 Development Foundation. 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 Development Foundation 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 Development Foundation 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 Development Foundation, 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 Community Development Foundation is eligible to receive reimbursement from the County.

16. Community Development Foundation 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 Development Foundation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Community Development Foundation under this Agreement.

Commercial General Liability. Community Development Foundation 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 Development Foundation shall provide this coverage on a primary basis.

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

Additional Insured. Community Development Foundation 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 Development Foundation shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Community Development Foundation 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 Development Foundation 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 Development Foundation enter into such an agreement on a pre-loss basis.

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

18. Community Development Foundation 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 Development Foundation, 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 Development Foundation 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 Development Foundation 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 Development Foundation:
Executive Director
Community Development Foundation, Inc.
1501 Corporate Drive, Suite 120
Boynton Beach, FL 33426

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 Masciotto, Chairman~~
Addie L. Greene, Chairperson

WITNESSES:

Susan W. Yung

Community Development Foundation, INC.
Tax I.D. Number: 65-0745254

By: QUETEL OSTERVAL
Name (Type or Print)

Title: Quetel Osterval President

By:
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

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

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Community Development Foundation, Inc.**

Mailing Address: 1501 Corporate Drive, Suite 120, Boynton Beach, FL 33426

Federal Employer Identification Number: 65-0745254

Name of President: Quetel Osterval

Name of Executive Director (If Applicable): Wilnique Osterval

Project/Project Liaison Information:

Name: Quetel Osterval or Julie Feliciano (Vice President)

Telephone #: 561-582-9807

Fax #:

e-mail: support@utel1.com

Purpose/Mission of Agency: Community Development Foundation, Inc. is a Florida 501 (c) (3) non-profit corporation that supports non-profit charitable and community based organizations to further the appreciation and understanding of music, culture and history through education and community outreach programs.

PROJECT/PROGRAM INFORMATION

1. Name of Project: **Children of Our Neighborhood Event**
2. Project Description: This Event takes place from September 17 through October 17, 2006, and is held at the Community Development Foundation as a part of its After School Program. Participants create Caribbean artwork (painting, wood-carving, and crafts) during the week, which are displayed to the public and other children's groups on weekends. Weekend programs include story-telling to introduce Haitian art history. Prizes are awarded on the last day of the event.
 - Public Purpose: Working with art to children and exposing various art forms to the public
 - Location of Event: 1501 Corporate Dr. Ste 120
Boynton Beach, Fl. 33426
 - Anticipated Number of Participants: 75-100
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.

Slat wall Panels, Folding Displays, Portable 3 Panel Table
Top Displays, Poster Hangers With Frames, Aluminum Easel
Radio Advertising, Food and Beverages, and Miscellaneous
Expenses Associated with the Event
4. Estimated Lump Sum Total for Event \$ 15,000
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. 8/12/2006 to 11/30/2006

(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:

Certificate of Insurance Naming Palm Beach County Additional Insured

Amount of Recreation Assistance Program Funding awarded

\$ 6,000

District 7

(filled in by County)



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

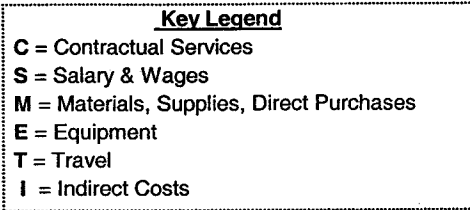


EXHIBIT B

Date _____

Contract Reimbursement Period: _____

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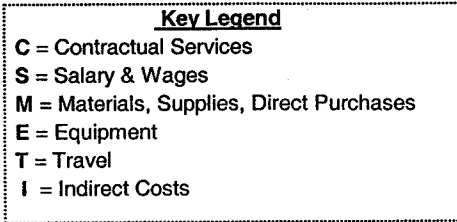


EXHIBIT B
(cont'd.)

Page 3 of



CERTIFICATE OF LIABILITY INSURANCE

PRODUCER B-15 INSURANCE AGENCY, INC. 412 N. DIXIE HWY. LANTANA, FL 33462		RECEIVED SEP 11 2006	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT ALTER, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED COMMUNITY DEVELOPMENT FOUNDATION, INC. 1501 CORPORATE DR., STE #120 BOYNTON BEACH, FL 33426			INSURERS AFFORDING COVERAGE INSURER A: THE SURLINSTON INSURANCE COMPANY 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 PERIODS 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.					
TYPE	TYPE OF INSURANCE	POLICY NUMBER	DATE OF POLICY	DATE OF RENEWAL	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1836004483	04/13/2006	04/13/2007	EACH OCCURRENCE \$ 1,000,000 BODILY INJURY & PROPERTY DAMAGE (PER OCCURRENCE) \$ 100,000 MED EXP (ANY ONE PERSON) \$ EXCLUDED PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONSUMERS \$ INCLUDED
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NEW-OWNED AUTOS				COVERED SINGLE UNIT (PER OCCURRENCE) \$ BODILY INJURY (PER OCCURRENCE) \$ PROPERTY DAMAGE (PER OCCURRENCE) \$
	<input type="checkbox"/> MARINE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - BODILY INJURY & PROPERTY DAMAGE \$ OTHER THAN AUTO ONLY \$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> REDUCIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ RETENTION \$
	<input type="checkbox"/> EMPLOYERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYERS' COMPENSATION AND EMPLOYERS' LIABILITY EXCLUDED IF YES, CHECKED UNDER SPECIAL PROVISIONS BELOW				EMPLOYERS' COMPENSATION AND EMPLOYERS' LIABILITY \$ EEL EACH OCCURRENCE \$ EEL AGGREGATE \$ EEL DEDUCTIBLE - POLICY LIMIT \$
	OTHER				

Palm Beach County Parks and Recreation Department are listed as additional insured.

CERTIFICATE HOLDER Palm Beach County C/O Parks and Recreation Department 2700 6th Ave South Lake Worth, FL 33461	CANCELLATION SINGLE COPY OF THIS POLICY (OR POLICIES) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE AGENT/PRODUCER WILL RESEARCH TO BEAL "30" HAVE WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SUFFICIENT TO US SO SMALL. INFORM NO DELIBERATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Shane A. Shalish</i> ACORD 21 (200505) 04/2006 CORPORATION 1999
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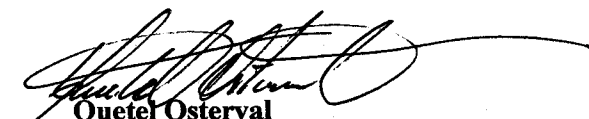
1501 Corporate Dr. Ste 120
Boynton Beach, FL. 33426
(561)424-9222

October 15, 2006

To Whom It May Concern:

This letter is to confirm that The Community Development Foundation, is a 501(c) 3 not for profit organization. We currently operate our foundation with a dedicated staff of volunteers. We are not required by law to carry Worker's Compensation.

Sincerely,


Queter Osterval
President