

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 15, 2007

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 Boys and Girls Clubs of Palm Beach County, Inc. (Boys and Girls Clubs) for the period May 15, 2007, through September 30, 2007, in an amount not-to-exceed \$30,000 for funding of Palm Beach-opoly and Youth Programming project.

Summary: This funding is to help offset costs for expenses paid by Boys and Girls Club for the development and production of the game "Palm Beach-opoly" for the use of children served at its thirteen clubs throughout Palm Beach County as well as by visitors and residents of the County. The game is anticipated to be used by approximately 5,000 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to November 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 2 (\$10,000), District 4 (\$10,000), and District 7 (\$10,000) Funds. Countywide (AH)


Background and Justification: Boys and Girls Clubs serves youth throughout the County through its after school programs, and has created a monopoly-like real estate game featuring local attractions, streets, historical sites, and businesses to be used in tournaments and challenges throughout the County and as a recreational tool to teach youth the value of money. The game will be used by youth in the Boys and Girls Clubs as well as the community at large.

The cost of the creation of Palm Beach-opoly and youth programming for the game is anticipated to be approximately \$120,000 for printing, production, shipping, mileage, art supplies, games for young people, and other miscellaneous items related to the project. The \$30,000 from the Recreation Assistance Program – Districts 2, 4, and 7 will help offset a portion of the cost of the development, production, and marketing of this game. The Agreement has been executed on behalf of Boys and Girls Clubs of Palm Beach County, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

4/24/07
Date

Approved by: 
Assistant County Administrator

5/7/07
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>30,000</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>30,000</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 various
 Object 8201 Program N/A

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

Recreation Assistance Program

District 2	3600-583-R902-081-8201	\$10,000
District 4	3600-583-R904-080-8201	\$10,000
District 7	3600-583-R907-114-8201	\$10,000
	Total	\$30,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim Gal 4-30-07
 OFMB 4/27/07 ON 4/25/07
Jim J. Jacek 5/2/07
 Contract Development and Control
 5/1/07

B. Legal Sufficiency:

Anne Helgert 5/7/07
 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\RAP06-07\District 2\Boys and Girls Clubs\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC FOR FUNDING OF PALM BEACH-OPOLY AND YOUTH PROGRAMMING

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 the Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Boys and Girls Clubs".

WITNESSETH:

WHEREAS, Boys and Girls Clubs is has created a "monopoly-like" real estate game featuring local attractions, streets, districts, historical sites and business to be used in tournaments and challenges throughout the County and to be used as a recreational tool to teach youth the value of money; and

WHEREAS, the creation of this game will provide a recreational, fun, and educational opportunity to the young people at the thirteen (13) Boys and Girls Clubs throughout Palm Beach County as well as to residents and visitors; and

WHEREAS, the games are anticipated to be used by approximately 5,000 participants from the Boys and Girls Clubs of Palm Beach County; and

WHEREAS, the total cost of the Palm Beach-opoly project and youth programs is anticipated to be approximately \$120,000 for printing, production, shipping, mileage, art supplies, games for youth, and other miscellaneous items related to the project; and

WHEREAS, Boys and Girls Clubs has requested \$30,000 from County to help offset costs for the creation of Palm Beach-opoly and youth programming; and

WHEREAS, funding for the creation of Palm Beach-opoly and youth programming in an amount not-to-exceed \$30,000 is available from the Recreation Assistance Program (RAP) District 2 (\$10,000), District 4 (\$10,000), and District 7 (\$10,000); and

WHEREAS, recreational and community events that benefit youth 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 \$30,000 to Boys and Girls Clubs for expenses for the creation of Palm Beach-opoly and youth programming for printing, production, shipping, mileage, art supplies, games for youth, and other miscellaneous items related to the project, 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 Boys and Girls Clubs 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 Boys and Girls Clubs. Said information shall list each invoice paid by Boys and Girls Clubs and shall include the vendor invoice number; invoice date; and the amount paid by Boys and Girls Clubs along with the number and date of the respective check and/or proof of payment for said payment. Boys and Girls Clubs shall attach a copy of each vendor invoice paid by Boys and Girls Clubs along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Boys and Girls Clubs' Program Administrator and Project Financial Officer shall certify the total funds spent by Boys and Girls Clubs on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Boys and Girls Clubs and approved by Boys and Girls Clubs as indicated.

3. Boys and Girls Clubs incurred expenses for the Project beginning on November 1, 2006. Those costs incurred by Boys and Girls Clubs for the Project, approved and submitted accordingly by Boys and Girls Clubs subsequent to November 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 Boys and Girls Clubs 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. Boys and Girls Clubs warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Boys and Girls Clubs 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. Boys and Girls Clubs shall be responsible the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until September 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Boys and Girls Clubs is in default of its obligations under this Agreement, the County shall provide Boys and Girls Clubs thirty (30) days written notice to cure the default. In the event Boys and Girls Clubs 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 Boys and Girls Clubs for the Project deemed to be in default and Boys and Girls Clubs shall return any County RAP funds already collected by Boys and Girls Clubs 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. Boys and Girls Clubs shall complete the Project by June 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 1, 2006, through June 30, 2007. Community Child Care Center shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Community Child Care Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Community Child Care Center's request for said extension.

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

13. Boys and Girls Clubs 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 Boys and Girls Clubs. 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 Boys and Girls Clubs 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, Boys and Girls Clubs 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 Boys and Girls Clubs, 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 Boys and Girls Clubs is eligible to receive reimbursement from the County.

16. Boys and Girls Clubs 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 of acceptance of insurance maintained by Boys and Girls Clubs are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Boys and Girls Clubs under this Agreement.

Commercial General Liability. Boys and Girls Clubs 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. Boys and Girls Clubs shall provide this coverage on a primary basis.

Automobile. Boys and Girls Clubs shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Boys and Girls Clubs or by anyone employed by or contracting with Boys and Girls Clubs. Should Boys and Girls Clubs use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Boys and Girls Clubs and Palm Beach County as Additional Insured.

Worker's Compensation Insurance & Employer's Liability. Boys and Girls Clubs shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Boys and Girls Clubs shall provide this coverage on a primary basis.

Additional Insured. Boys and Girls Clubs 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." Boys and Girls Clubs shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Boys and Girls Clubs 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 Boys and Girls Clubs 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 Boys and Girls Clubs enter into such an agreement on a pre-loss basis.

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

18. Boys and Girls Clubs 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 Boys and Girls Clubs, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Boys and Girls Clubs 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, Boys and Girls Clubs 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, either 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 Boys and Girls Clubs:

Executive Director
Boys and Girls Clubs of Palm Beach County, Inc.
800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33407

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

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

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:

Joan Jaquis

Janara Anton

BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.

FEI Number: 237060561

By: Mary T. O'Connor
Name

President & CEO
Title

Mary T. O'Connor

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Dennis L. Eshleman*

Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: **Boys & Girls Clubs of Palm Beach County, Inc.**
Mailing Address: **800 Northpoint Parkway, Suite 204, West Palm Beach, FL
33407**
Federal Employer Identification Number: 23-7060561

Name of President: Wallace Turner
Name of Executive Director: Mary T. O'Connor

Project Liaison Information:
Name: Mary O'Connor
Telephone #: 561-683-3287
Fax #: 561-683-1618
e-mail: oconnor@bgcpbc.org

PROJECT INFORMATION

1. Name of Project: **Palm Beach-opoly and Youth Programming**
2. Project Description
 - General (Project Scope): Palm Beachopoly includes the creation of a "monopoly-like" real estate game featuring local attractions, streets, districts, historical sites and businesses. The game will enable the young and the young at heart to play this unique localized game in tournaments and challenges throughout the County. The game will also be used as a fun, recreational tool to teach our young people the value of money.
 - Public Purpose: To provide a recreational, fun and educational opportunity to the young people at the 13 Boys & Girls Clubs throughout Palm Beach County as well as to residents and visitors.
 - Location: Palm Beach County
 - Anticipated Number of Participants/Users: 5,000
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses".
Do not include expenditure line item budget/ amounts.
The funds will be used for printing, production, shipping, mileage, art supplies, games for our young people and other miscellaneous items related to the project,
4. Estimated Lump Sum Total for Project: \$ \$120,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). November 1, 2006 to June 30, 2007.

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project 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: \$30,000 (District 2-
\$10,000), District 4 (\$10,000), and District 7 (\$10,000)

(filled in by County)

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 _____

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

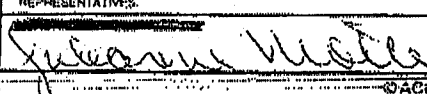
Department Director Date

ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/30/2006
PRODUCT# Marsh Advantage America 1560 Sawgrass Corporate Parkway Sunrise, FL 33323 954-838-3400	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 Boys & Girls Clubs of Palm Beach County 800 Northpoint Parkway West Palm Beach, FL 33407	INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

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 LTS	INPL HEAD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES UNDER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK177684	07/01/06	07/01/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK177684	07/01/06	07/01/07	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB065642	07/01/06	07/01/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/ DISCOUNT (W/ PROPRIETOR EXCLUDED) If yes, describe under SPECIAL PROVISIONS below OTHER

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are included as additional insured as granted by the insured's general liability policy.

CERTIFICATE HOLDER Palm Beach County c/o Parks & Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33161 Attn: Contract/Grant Coordinator	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
4/6/2007

PRODUCER (561) 655-5500
Wells Fargo Insurance Services Southeast, Inc.
 501 South Flagler Drive, Suite 600
 West Palm Beach, FL 33401-5914

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURED	Boys & Girls Club of Palm Beach County, Inc. 800 Northpoint Pkwy., #204 West Palm Beach, FL 33407-1946	
INSURER A:	Ameritrust Ins. Corp	
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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC0241607	5/19/2006	5/19/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Fax-963-6747 Att Susan Yeager

CERTIFICATE HOLDER

**Parlm Beach County
 Parks & Recreation Dept.
 2700 Sixth Ave South
 Lake Worth, FL 33461-**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** 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

