Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 11, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Parks and Recreation		
Submitted By:	Parks and Recreation Department		

I. EXECUTIVE BRIEF

Submitted For: Parks and Recreation Department

Motion and Title: Staff recommends motion to approve: Agreement with Boynton Beach Faith Based Community Development Corporation for the period September 11, 2007, through October 12, 2007, in an amount not-to-exceed \$3,500 for operational expenses for the Peace Makers After School Program.

Summary: This funding is to help offset expenses for the Peace Makers After School Program, which was held at Galaxy and Poinciana Elementary Schools from September of 2006 through June of 2007. The program served 40 at-risk third and fifth graders, with 20 participants per school. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to September 25, 2006. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: Boynton Beach Faith Based Community Development Corporation is a not-for-profit organization whose mission is to promote the financial revitalization of the community through business and real estate ownership; support housing for the elderly; facilitate home ownership and improvement; encourage unification of residents; and promote the general well-being of youth. Program participants benefited from early intervention and prevention strategies designed to support and promote family, school safety, reduction of neighborhood violence, and juvenile delinquency.

The total cost of the Peace Makers After School Program was approximately \$80,153 for personnel costs for staff members, dance coach, and licensed psychologist; food and snacks; field trips; laptop computer, and other miscellaneous costs associated with the Program. The \$3,500 from RAP — District 7 will offset a portion of these operational expenses. The Agreement has been executed on behalf of Boynton Beach Faith Based Community Development Corporation, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:
Department Director

Approved by:
Assistant County Administrator

Attachment: Agreement

8/14/07
Date

8/14/07
Date

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- 3,500 -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	3,500	0	0	0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren Budget Account No.:	t Budget? Ye Fund <u>3600</u> Object <u>8201</u>		· · · · · · · · · · · · · · · · · · ·	R907	
B. Recommended Source	es of Funds/Sເ	ımmary of Fi	scal Impact:		
Recreation Assistance	ce Program				
District 7	3600-583-R90	7-125-8201		\$3,500	
C. Departmental Fiscal R		Chopelaki			
A OFME Financian May 0		VIEW COMMI			
A. OFMB Fiscal and/or C	ontract Develo 2207 Vo f (17		ntract Develop	oment and Con	
Assistant County Attorne	8/a7/07		contract rev	iew requirements.	
C. Other Department Rev	iew:				
Department Director					

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION FOR OPERATIONAL EXPENSES FOR THE PEACE MAKERS AFTER SCHOOL 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 Boynton Beach Faith Based Community Development Corporation, a Florida not-for-profit corporation, hereinafter referred to as "Community Development Corporation".

WITNESSETH:

WHEREAS, Community Development Corporation is a not-for-profit organization whose mission is to promote the financial revitalization of the community through business and real estate ownership; support housing for the elderly; facilitate home ownership and improvement; encourage unification of residents; and promote the general well being of youth; and

WHEREAS, Community Development Corporation offered the Peace Makers After School Program (the "Program) at Galaxy and Poinciana Elementary Schools from September of 2006 through June of 2007, to forty (40) at-risk third and fifth graders, with twenty (20) participants per school; and

WHEREAS, program participants benefited from early intervention and prevention strategies designed to support and promote family, school safety, reduction of neighborhood violence, and juvenile delinquency; and

WHEREAS, the total cost of the Program was approximately \$80,153 for operational costs for personnel costs for staff members, dance coach, and licensed psychologist; food and snacks; field trips; laptop computer, and other miscellaneous costs associated with the Programs; and

WHEREAS, Community Development Corporation has requested that County provide \$3,500 to help offset the costs of operational expenses for the Program; and

WHEREAS, funding for Community Development Corporation's operational expenses for the Program in an amount not-to-exceed \$3,500 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, After School and socialization 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 \$3,500 to Community Development Corporation to help offset costs for operational expenses for the Program to include personnel costs for staff members, dance coach, and licensed psychologist; food and snacks; laptop computer, and other miscellaneous costs associated with the Programs, 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 Community Development Corporation 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 Corporation. Said information shall list each invoice paid by Community Development Corporation and shall include the vendor invoice number; invoice date; and the amount paid by Community Development Corporation along with the number and date of the respective check or proof of payment for said payment. Community Development Corporation shall attach a copy of each vendor invoice paid by Community Development Corporation 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 Corporation's Program Administrator and Project Financial Officer shall certify the total funds spent by Community Development Corporation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Community Development Corporation and approved by Community Development Corporation as indicated.
- 3. Community Development Corporation incurred expenses for the Project beginning on September 25, 2006. Those costs incurred by Community Development

Corporation for the Project, approved and submitted accordingly by Community Development Corporation subsequent to September 25, 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 Corporation 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 Corporation 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 Corporation 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 Corporation shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until October 12, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Community Development Corporation is in default of its obligations under this Agreement, the County shall provide Community Development Corporation thirty (30) days written notice to cure the default. In the event Community Development Corporation 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 Corporation for the Project deemed to be in default and Community Development Corporation shall return any County RAP funds already collected by Community Development Corporation 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 Corporation shall complete the Project by June 2, 2007, and invoices and checks submitted for reimbursement must be dated within the

project time frame of September 26, 2006, through June 2, 2007. Community Development Corporation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 12, 2007. Upon written notification to County prior to that date Community Development Corporation may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Community Development Corporation's request for said extension.

- 12. In the event Community Development Corporation 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 Corporation. The determination that Community Development Corporation has ceased or suspended the Project shall be made by County and Community Development Corporation agrees to be bound by County's determination.
- 13. Community Development Corporation 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 Corporation. 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 Corporation 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 Corporation 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 Corporation, 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 Corporation is eligible to receive reimbursement from the County.

16. Community Development Corporation 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. Community Development Corporation shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Community Development Corporation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Community Development Corporation under this Agreement.

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

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

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

Waiver of Subrogation. Community Development Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. Community Development Corporation 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 Corporation, 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 Corporation 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 Corporation 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 Corporation:

Executive Director Community Development Corporation, Inc. P.O. Box 337 Boynton Beach, FL 33432

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: Swam W Ingr Veronica Krimett	BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION FEI Number: 65-0971509 By: Court Coirs Name (Type or Print)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Title Signature APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Millian Denartment

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

Mailing Address: P.O. Box 337, Boynton Bch, FL 33425

Name of Agency:

Corporation

Boynton Beach Faith Based Community Development

Federal Employe	er Identification Number: 65-0971509
Name of Execut Project Liaison I Name: I Telephon Fax #: [57 e-mail: p	ent: Courtney Cain ive Director: Gerone Powell information: Darryl T. White e #: (561) 752-0303 ii) 752-0302 nilchizedek@ yahoo: com n of Agency: Promote the financial revitalization of the community rate ownership; supportive housingsfor the elderly; home ownership and residents; and promote the general well-belog of our youth.
	PROJECT INFORMATION
Poincian	Project: Peace Makers After School Programs at Galaxy and a Elementary Schools escription
20 each school) who attend the to Principals because they have dis benefit from early intervention reduction of neighborhood viole	eneral (Project Scope): The program serves forty (40) 3d 5th graders up elementary shools. The children are referred to the program by their splayed risk factors that lead to dysfunctional behavior. The porticipants and prevention strategles, which support and promote family, school safety, ence and of suvenile delinquency. blic Purpose: the oblities of local elementary schools to reach parents residing in the cation and Date: surrounding communities and increase parental involvement.
• An	Galaxy and Poinciana Elementary Schools - Sep 25, 2006 ticipated Number of Participants/Users: 40 Children lements: List anticipated broad categories of Expenditure Items
such as c expenses not includ	capital outlay, contractual services, personnel costs, operational, equipment, and "Other Miscellaneous Project expenses". <u>Do</u>
Food o	of members Dance Coach/Licensed Psychologists - sonnel costs Dance Coach/Licensed Psychologists of Field Trips-Activity Expenses (Not eligible nd Snacks Laptop Computer Iscellaneous expenses as sociated with the After School Program
4. Estimated	Lump Sum Total for Project: \$\\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \ \\
requested	itiation date (date of first invoice for which reimbursement will be) and anticipated End date (date which project will be completed voices paid). $09/25/06$ to $06/02/07$
Project/Program Board of County <u>at this time.</u> Afte submitted, all inv frame AND Cate	and copies of proof of payment documents will be required for reimbursement after the RAP Agreement is approved by the Commissioners. Do not submit reimbursement documentation or the Agreement is approved, and the reimbursement request is voices and checks must be dated within the stated project time gories for Project Elements must be listed in Section 3 above in le for RAP reimbursement.
	Attachment: of Insurance

Amount of Recreation Assistance Program Funding awarded

\$ 3,500

District 7 (filled in by County) **EXHIBIT A**



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee			Project Name: _	
Submission #:			Reimbursement Period:	
em		<u>Key</u>	Project Costs This Submission	Cumulative Project Costs
ontractual Servi	ces	(C)		
alary & Wages	(% of salaries)	(S)		
laterials, Supplie	es, Direct Purchases	(M)		
quipment		(E)		
ravel		(Т)		
direct Costs		(1)		
	TOTAL PROJECT COST	rs	•	
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases		
expenses were i	ereby certify that the above ncurred for the work identif ned in the attached progres	ied as	been maintained as require	ify that the documentation has ed to support the project and is available for audit upon
dminiatratar	51			
dministrator	Date		Financial Officer	Date

	PBC US	SE ONLY			
County Funding Participation		\$			
Total Project Costs To Date:		\$		<u>.</u>	
County Obligation To Date	• • • • • • • • • • • • • • • • • • •	\$			
County Retainage (%)		\$		<u> </u>	
County Funds Previously Disbursed	t t	\$		·	
County Funds Due this Billing		\$	 		
Reviewed and Approved By:					
	PBC Project Adm	inistrator		Date	
	Department Direc	tor		Date	

Key Legend
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 SCHEDU	LE

EXHIBIT B

	Grantee:				. 1	Project Name:				<u></u>	
	Submittal #:				(Contract Reimbursen	nent Period:				
			Check or	Voucher		nvoice			·		:
Payee (Vendor/Contra	actor)	Key	Number	Date	Number		Amount	المنا ييسوه	Expe	nse Description	
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Key Legend C = Contractual Services

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

T = Travel

G:\SYINGER\FORMS\3 Pg - Exhibit B.xls

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT **CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B (cont'd.)

Key	Number	Date	Number	Date	Amount	Expense Description
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4						
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Page 3 of

The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483					THIS CERTIFICATE IS ISSUED AS A IN 0 . 4636F INFP . 2:TION ONLY AND CONFERS NO RIGHTS UIN 0 . 4636F INFP . 2:TION HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		y beach fl 33483 :561-276-5221	61-276-5244	INSURERS A	FFORDING COVE	RAGE	NAIC#		
INSL	RED			INSURER A:	Nautilus I:	surance Company	7		
		Boynton Beach Fait	h Based	INSURER B;					
		Community Developm Community Developm P.O. Box 337	ment Corp. Ment Corp.	INSURER C:					
		P.O. Box 337 Boynton Beach FL 3	2435	INSURER D.					
		Doyaton Deach Fin S		INSURER E					
CO,	/ER/	GES							
A) M	Y REC	ICIES OF INSURANCE LISTED BELOW HAVE IUIREMENT, TERM OR CONDITION OF ANY CI ITAIN, THE INSURANCE AFFORDED BY THE I 3 AGGREGATE LIMITS SHOWN MAY HAVE B	ONTRACT OR OTHER DOCUMENT WITH RES POLICIES DESCRIBED HEREIN IS SUBJECT	PECT TO WHICH THIS	CERTIFICATE MAY BE	ISSUED OR			
INSK LTR	NSRU	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	DATE (MM/DD/YY)	LIMIT	3		
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		ANY AUTO	•	•		OTHER THAN EA ACC	\$		
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		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$		
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		DEDUCTIBLE					\$		
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DESC	RIPTIC	N OF OPERATIONS / LOCATIONS / VEHICLE	ES / EXCLUSIONS ADDED BY ENDORSEME	NT / SPECIAL PROVIS	IONB	171000			
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	MARA MEL A	APP HALBEA	·	CANCELLATI	- NA				
CER	TIFIC	ATE HOLDER		CANCELLATIO		ED POLICIES BE CANCELLED BE	FORE THE EXPIRATION		
		Palm Beach County F County Commissioner	PALM-02 Board of Es	DATE THEREOF, NOTICE TO THE IMPOSE NO OBLI	THE ISSUING INSURER CERTIFICATE HOLDER GATION OR LIABILITY	WILL ENDEAVOR TO MAIL NAMED TO THE LEFT, BUT FAIL OF ANY KIND UPON THE INSURE	10 DAYS WRITTEN URE TO DO SO SHALL		
	. 4	2700 6th Ave.S Lake Worth FL 33461	· · · · · · · · · · · · · · · · · · ·	REPRESENTATIV AUTHORIZED REP	RESENTATIVE	richal Bo	tteler		
100	DD 2	5 (2001/08)				- ® ACORD C	ORPORATION 1988		



BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION

POST OFFICE BOX 337 • BOYNTON BEACH, FL 33425-0337 • PALM BEACH COUNTY PHONE (561) 752-0303 • FAX (561) 752-0302

July 23, 2007

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

Re: Worker's Compensation Insurance

Dear Mr. Eshleman:

Under Chapter 619.01 of the Florida Status for Worker's Compensation the Boynton Beach Faith Based CDC is not required by the state of Florida to carry worker's compensation insurance.

Please feel free to call at 561-752-0303 if you have any questions.

Sincerely yours,

Courtney Cain, President Board of Director's

la 1/28/07