Agenda Item #: 3.M.6.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Marc	n 11, 2008	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks	s and Recreation	•	
Submitted By: Parks	s and Recreation Depa	artment	
Submitted For: Park	s and Recreation Dep	<u>artment</u>	
	I. EXEC	CUTIVE BRIEF	4
for the period March 13	1, 2008, through June 3		with the City of Delray Beach o-exceed \$3,000 for funding
Youth Organization's to Beach from November of eligible project costs	trip to participate in the 21 through November 2	National Youth Football 24, 2007. The Agreement of November 1, 2007. Fur	Beach for the Delray Rocks Championships in Daytona allows for the reimbursement ading is from the Recreation
Organization Football a participated in the National Control of the National C	and Cheerleading progr onal Youth Football Cha	am. The Delray Rocks foo mpionships in Daytona Bea	s the Delray Rocks Youth tball team and cheerleaders ach (the event). The purpose inity while exposing them to
transportation, hotel ro portion of the cost of th	oms, meals, and registrate trip to participate in the	ation fees. The \$3,000 from e event. The Agreement h	or commercial buses and n RAP - District 7 will offset a as been executed on behalf I of County Commissioners.
Attachment: Agreem	ent		
Recommended by:	Department Direct	Sellman tor	2/12/08 Date
Approved by:	Assistant County	Administrator	2/25/08 Date

	11. F15CA	L IMPACT AN	IALYSIS		
A. Five Year Summary o	f Fiscal Impac	t:			
Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	-0- 3,000 -0-) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	3,000	0	<u>-0-</u>	0	0-
# ADDITIONAL FTE POSITIONS (Cumulative)	Beautolate of the Property of the State of t				
Is Item Included in Currer Budget Account No.:	nt Budget? Ye Fund <u>3600</u> Object <u>8101</u>	Department_		<u>07</u>	
B. Recommended Source	es of Funds/S	ummary of Fi	scal Impact:		
Recreation Assistan	ce Program				
District 7 360	00-583-R907-13	37-8101	\$3,000		
C. Departmental Fiscal F		EVIEW COMM	Iman ENTS	1	·
A. OFMB Fiscal and/or C	Contract Develo	opment and C	ontrol Comme	ents:	
	25 08 Salkhor 21410	1	ntract Develop This Contract concontract review re	ment and Con	<i>3)0₽</i> trol
Assistant County Attorne	26/08 ey				
C. Other Department Re	view:			*	
					·

Department Director

REVISED 10/95 ADM FORM 01

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF DELRAY BEACH FOR FUNDING OF THE DELRAY ROCKS YOUTH ORGANIZATION FOOTBALL AND CHEERLEADING TRIP

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

City of Delray Beach, a Florida Municipal Corporation, hereinafter referred to as "Delray Beach".

WITNESSETH:

WHEREAS, Delray Beach sponsors the Delray Rocks Youth Organization Football and Cheerleaders; and

WHEREAS, Delray Rocks football and cheerleaders participated in the National Youth Football Championships (the Event) in Daytona Beach from November 21 through November 24, 2007; and

WHEREAS, the purpose of the Event was to provide a positive outlet for the youth in the community while exposing them to friendly competition; and

WHEREAS, approximately 3,100 participants and 8,000 spectators attended the Event; and WHEREAS, Delray Rocks' trip to participate in the Event cost approximately \$49,375 for commercial buses and transportation, hotel rooms, meals, and registration fees; and

WHEREAS, Delray Beach has requested from County an amount not to exceed \$3,000 to help offset costs for Event expenses; and

WHEREAS, County desires to provide funding to help offset costs for the Event; and
WHEREAS, funding for the Event in an amount not to exceed \$3,000 is available from the
Recreation Assistance Program (RAP) – District 7; and

WHEREAS, Delray Beach's recreational programs are deemed to 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 \$3,000 to Delray Beach for Event costs for commercial buses and transportation, hotel rooms, meals, and registration fees, as specifically 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 Delray Beach 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 Delray Beach. Said information shall list each invoice paid by Delray Beach and shall include the vendor invoice number; invoice date; and the amount paid by Delray Beach along with the number and date of the respective check or proof of payment for said payment. Delray Beach shall attach a copy of each vendor invoice paid by Delray Beach 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, Delray Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Delray Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Delray Beach and approved by Delray Beach as indicated.
- 3. Delray Beach incurred expenses for the Project beginning on November 1, 2007. Those costs incurred by Delray Beach for the Project, approved and submitted accordingly by Delray Beach subsequent to November 1, 2007, 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 Delray Beach 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. Delray Beach agrees, warrants, and represents that all of the employees and participants in the Project were treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 6. Delray Beach shall be responsible for the operation and maintenance of the Project, including all associated Project costs.
- 7. The term of this Agreement shall be until June 3, 2008, commencing upon the date of execution by the parties hereto.

- 8. The parties agree that, in the event Delray Beach is in default of its obligations under this Agreement, the County shall provide Delray Beach thirty (30) days written notice to cure the default. In the event Delray Beach 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 Delray Beach for the Project deemed to be in default and Delray Beach shall return any County RAP funds already collected by Delray Beach for the Project.
- 9. 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 8 above.
- 10. Delray Beach must complete the Project by March 3, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 1, 2007, through March 3, 2008. Delray Beach shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 3, 2008. Upon written notification to County at least ninety (90) days prior to that date Delray Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Delray Beach's request for said extension.
- 11. In the event Delray Beach ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Delray Beach. The determination that Delray Beach has ceased or suspended the Project shall be made by County and Delray Beach agrees to be bound by County's determination.
- 12. Delray Beach 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 Delray Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
- 13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".
- 14. It is understood and agreed that Delray Beach 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. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Delray Beach 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 Delray Beach, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Delray Beach acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Delray Beach maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Delray Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Delray Beach agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes 440.

Prior to execution of this Agreement by the County, Delray Beach shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. 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.

Compliance with the foregoing requirements shall not relieve Delray Beach of its liability and obligations under this Agreement.

16. Upon request by County, Delray Beach shall demonstrate financial accountability through

the submission of acceptable financial audits performed by an independent auditor.

17. Delray Beach 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 Delray Beach,

County shall have the right to inspect and audit said books, records, documents and other evidence

during normal business hours.

18. The County and Delray Beach 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or

performing any work in furtherance hereof, Delray Beach 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.

21. This Agreement represents the entire agreement between the parties and supersedes all

other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

The Agreement may be modified and amended only by written instrument executed by the parties

hereto.

22. 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 Delray Beach:

City Manager

City of Delray Beach

100 N.W. Ist Avenue

Delray Beach, FL 33444

23. 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.

5

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	ByCommissioner Addie L. Greene, Chairperson
ATTEST: By: Deputy Clerk	By: Mayor Chanle D. Nukin City ().
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

Approved as to form and legal sufficiency

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

Mayor Rita Ellis

David T. Harden

561-243-7356 561-243-7342 ricks@ci.delray-beach.fl.us PROJECT INFORMATION

Cheerleading Trip to Sports Network Football and Cheerleading League

Delray Rocks Youth Organization Football and

David B. Ricks

Mailing Address: 100 N.W. First Avenue, Delray Beach, FL 33444

Name of Municipality: City of Delray Beach

Name of Mayor:

Name of City Manager: Project Liaison Information:

Telephone #:

Name of Project:

Championships

Name:

Fax #: e-mail:

1.

2.	Project Description
	· General (Project Scope): This annual event is hosted by the National Youth Football Championships (NYFC) in Daytona Beach, FL. on Nov. 21-24, 5007. The Delray Youth Football and Cheerleaders attend as participan
	for the youth while at the same time exposing they to friendly competition.
	· Location: Daytona Beach, Florida
	 Anticipated Number of Participants/Users: 3,00 Participants and 2,400 Spectators
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.
	3 Commercial Buses Transportation
	48 Hotel Rooms Neals Registration Fees
4.	Estimated Lump Sum Total for Project: \$49,375.00
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). Nov.1, 2007 to 3, 2007
Project Board at this submi frame	Invoices and copies of proof of payment documents will be required for at/Program reimbursement after the RAP Agreement is approved by the of County Commissioners. Do not submit reimbursement documentation time. After the Agreement is approved, and the reimbursement request is tted, all invoices and checks must be dated within the stated project time AND Categories for Project Elements must be listed in Section 3 above in to be eligible for RAP reimbursement.
6.	Required Attachments:
	Certificate of Insurance
Amou	nt of Recreation Assistance Program Funding awarded \$\frac{3,000}{\text{District} 7}
Form a	(filled in by County) vailable online by request. Contact Susan Yinger at syinger@pbcgov.com

EXHIBIT A



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Project Key This Surfactual Services (C) Salary & Wages (% of salaries) (S)	Project Name: ursement Period: ct Costs
Projection #: Projection Key This Surfactual Services (C) Salary & Wages (% of salaries) (S)	ursement Period: ct Costs Cumulative
Project Key This Surfactual Services (C) Salary & Wages (% of salaries) (S)	et Costs Cumulative
Project Key This Surfactual Services (C) Salary & Wages (% of salaries) (S)	et Costs Cumulative
Contractual Services (C) Salary & Wages (% of salaries) (S)	
Contractual Services (C) Salary & Wages (% of salaries) (S)	
Salary & Wages (% of salaries) (S)	
Materials, Supplies, Direct Purchases (M)	
Equipment (E)	
Fravel (T)	
ndirect Costs (I)	
TOTAL PROJECT COSTS	
C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs	
expenses were incurred for the work identified as been	rication: I hereby certify that the documentation has maintained as required to support the project assess reported above and is available for audit upon est.
Administrator Date Finan	ncial Officer Date
PBC US	

	PBC	USE O	NLY			• .
County Funding Participation	. * I	\$ _			•	
Total Project Costs To Date:		\$		· · · · · · · · · · · · · · · · · · ·		
County Obligation To Date		\$				
County Retainage (%	6)	\$_				
County Funds Previously Dis	bursed	\$_				,
County Funds Due this Billing	g :	\$_				
Reviewed and Approved By	: 					. "
	PBC Project	Administr	ator	Date		
	Department D	Director		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
CO	NTRACTUAL SERVICES PURCHASE SCHEDULI

EXHIBIT B

	I = Indirect Costs					Date					
	Grantee:	·		· · · · · · · · · · · · · · · · · · ·	Pre	oject Name:					
	Submittal #:					Contract Reimbursement Period:					
			Check or \	oucher/	in	voice	. •				
<u> </u>	Payee (Vendor/Contractor)	Key_	Number	Date	Number	Date	Amount	Expense Description			
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	•					TOTAL \$					
	Certification: I hereby certify that the pur accomplishing this project.	chases r	noted above,were	used in				ntract, cancelled checks, and other purchasing ne costs reported above and are available for audit upon			
							•				
•	Administrator		Date -	•		Financial Officer		Date			

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

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

		•	Check or	voucner	Invoic	ce .		
#_	Payee (Vendor/Contractor)	Key_	Number	Date	. Number	Date	Amount	Expense Description
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				. • 		TOTAL \$		
	Certification: I hereby certify that the p accomplishing this project.	urchases n	oted above were	e used in	Certification: I h	nereby certify tha	t bid tabulations, ex	recuted contract, cancelled checks, and ined as required to support the costs
	accomplishing this project.		e e				e for audit upon req	
							•	
	Administrator		Date			Financial Officer		Date

	4 <i>C</i>	0	RD, CERTIFIC	CATE OF LIABIL	ITY INS	URANCE		DATE (MM/DD/YYY) 11/19/07
PRO Art	DUCE! hur	J.	Gallagher Risk Managem	1-561-995-6706	THIS CERT	TIFICATE IS ISS D CONFERS N THIS CERTIFICA	UED AS A MATTER OF O RIGHTS UPON TH ATE DOES NOT AMEN	E CERTIFICATE ID, EXTEND OR
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INSU		D.	lray Beach	· · · · · · · · · · · · · · · · · · ·	INSURER A: Sta	r Ins Co	· · · · · · · · · · · · · · · · · · ·	18023
	•		•		INSURER B:			
100	NOI	CNW	est 1st Ave		INSURER C:			
Del	ray	Bea	ch , FL 33444		INSURER D:	-		
CO	VER	AGE	S		INSURER E:			
Al M. P.	NY RI NY PE DLICI	EQUI ERTA ES. A	IREMENT, TERM OR CONDITIC AIN, THE INSURANCE AFFORDS	OW HAVE BEEN ISSUED TO THE IN IN OF ANY CONTRACT OR OTHER ED BY THE POLICIES DESCRIBED H AY HAVE BEEN REDUCED BY PAID O	DOCUMENT WITH BEREIN IS SUBJECT CLAIMS.	H RESPECT TO WI	HICH THIS CERTIFICATE M	IAY BE ISSUED OR
NSR LTR	ADD'L INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	3
A		_	NERAL LIABILITY	CP0267720	10/01/07	04/01/09	EACH OCCURRENCE DAMAGE TO RENTED	\$ SEEBELOW
		X	COMMERCIAL GENERAL LIABILITY			-	DAMAGE TO RENTED PREMISES (Ea occurence)	\$
			CLAIMS MADE X OCCUR		:		MED EXP (Any one person) PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
		GEN	VL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
			POLICY PRO- LOC					•
A		AU1 X	OMOBILE LIABILITY ANY AUTO	CP0267720	10/01/07	04/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ SeeBelow
	·		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
			HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
		GAI	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		-	ANYAUTO		•		OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$
A	 	FYC	CESS/UMBRELLA LIABILITY	CP0267720	10/01/07	04/01/09	EACH OCCURRENCE	\$1,000,000
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		_	1					\$
		<u> </u>	DEDUCTIBLE					\$
	l		RETENTION \$ 500,000				WC STATU- OTH- TORY LIMITS ER	\$
			s compensation and irs' liability				E.L. EACH ACCIDENT	\$
	ANY	PROP	PRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	
	Ifves	. desc	cribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$
A	OTH: We		ers Compensation	CP0267720	10/01/07	04/01/09	Statutory Limits	Statutory
	<u> </u>							
All RE: att	ope Nat ende	rat ion	ions usual to a normal al Youth Football Cham y Delray Rocks Youth F	LES/EXCLUSIONS ADDED BYENDORSEMM City Government. pionships to be held in Da ootball Team and Cheerlead	aytona Beach,	FL on 11/21/0		
Cer as	tifi perm	cat	ed by Florida Statute	s Additional Insured under 768.28 and otherwise allow pect to operations by or o	wed by law. Ad	ditional Insu	red status is provid	y insofar ied as required
			TE HOLDER	been to obergrious by or (ancellation notice f	or non-payment
					SHOULD ANY O	F THE ABOVE DESCRIE	BED POLICIES BE CANCELLED B	EFORE THE EXPIRATION
Pal	m Be	ach	County BOCC				ER WILL ENDEAVOR TO MAIL	
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CITY OF DELRAY BEA



DELRAY BEACH, FLORIDA 33444

561/243-7000

November 26, 2007

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

Palm Beach County District 7 Recreation Assistance Program Funding for the Delray Rocks Youth Trip

Dear Mr. Eshleman;

Attached are the requested completed Exhibit "A" Form and a certificate of liability insurance naming Palm Beach County as additional insured. The City of Delray is self-insured. Please direct any questions concerning workers compensation to Ben Soto, Safety Specialist, Risk Management (561)243-7157.

Thank you for all your help with this agreement.

Alberta Gaum - Rickard

Sincerely,

Alberta Gaum-Rickard **Project Coordinator**

(561)243-7136

THE EFFORT ALWAYS MATTERS