

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 19, 2008

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with The Center for Youth Activities, Inc. for the period August 19, 2008, through December 30, 2008, in an amount not-to-exceed \$40,000 for funding of after school programs.

**Summary:** This funding is to assist with expenses for the after school programs provided at Veterans Park by The Center for Youth Activities, Inc. The programs serve approximately 108 youth from age 5 to 12 and their parents. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to September 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

**Background and Justification:** The Center for Youth Activities, Inc. is a not-for-profit organization that has developed after school recreational programs for youth held at the Youth Activity Center in Veterans Park. The programs provide safe, nurturing, after school, holiday, and summer programs for youth from low income families. Programs provided by the Center include after school transportation, educational, recreational, art and cultural events with an emphasis on family values, social skills, conflict resolution and self-sufficiency.

The total annual cost is approximately \$60,000 for operational expenses, personnel costs, tutors and teachers, field trips and vehicle expenses, maintenance and fuel, insurance, technology, food, supplies, and other miscellaneous expenses associated with the after school programs. The \$40,000 from RAP - District 5 will help offset these operational costs. The Agreement has been executed on behalf of The Center for Youth Activities, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

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Recommended by:   
Department Director

7/30/08  
Date

Approved by:   
Assistant County Administrator

8/6/08  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CENTER FOR YOUTH  
ACTIVITIES, INC. FOR AFTER SCHOOL PROGRAMS**

**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 Center for Youth Activities, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Center".

**WITNESSETH:**

**WHEREAS**, Center has developed after school recreational programs ("Programs") for youth, which are held at the Youth Activity Center in Veterans Park; and

**WHEREAS**, Programs provide safe, nurturing after-school, holiday and summer programs for youth from low income families; and

**WHEREAS**, Programs as provided by Center include after school transportation, educational, recreational, art, and cultural events with an emphasis on family values, social skills, conflict resolution and self-sufficiency; and

**WHEREAS**, Center's Programs serve one hundred eight (108) youth from ages five (5) to twelve (12) and their parents; and

**WHEREAS**, the budget for Center's Programs is approximately \$60,000 annually for operational expenses, personnel costs, tutors and teachers, field trips and vehicle expenses, maintenance and fuel, insurance, technology, food, supplies, and other miscellaneous expenses associated with the Programs; and

**WHEREAS**, Center has requested that County provide \$40,000 to assist in the payment of expenses for said Programs; and

**WHEREAS**, funding for the Programs in an amount not-to-exceed \$40,000 is available from the Recreation Assistance Program (RAP) - District 5; and

**WHEREAS**, after school programs for youth are deemed 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 \$40,000 to Center for Programs for operational expenses, personnel costs, tutors and teachers, field trips, vehicle

expenses (maintenance and fuel), insurance, technology, food, supplies, and other miscellaneous expenses associated with the Programs, as set forth in Exhibit "A", hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Center 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 Center. Said information shall list each invoice paid by Center and shall include the vendor invoice number; invoice date; and the amount paid by Center along with the number and date of the respective check or proof of payment for said payment. Center shall attach a copy of each vendor invoice paid by Center 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, Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Center and approved by Center as indicated.

3. Center incurred expenses for the Project beginning on September 1, 2007. Those costs incurred by Center for the Project, approved and submitted accordingly by Center subsequent to September 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 Center 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. Center warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Center agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision

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. Center shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until December 30, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Center is in default of its obligations under this Agreement, the County shall provide Center thirty (30) days written notice to cure the default. In the event Center 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 Center for the Project deemed to be in default and Center shall return any County RAP funds already collected by Center 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. Center shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2007, through September 30, 2008. 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 December 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Center's request for said extension.

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

13. Center 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 Center. 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 Center 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, Center 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 Center, 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 Center is eligible to receive reimbursement from the County.

16. Center 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. Center shall agree to provide 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 Center are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Center under this Agreement.

**Commercial General Liability.** Center 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. Center shall provide this coverage on a primary basis.

**Automobile.** Center 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 Center or by anyone employed by or contracting with Center. Should Center 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 Center and Palm Beach County as Additional Insured.

**Worker's Compensation Insurance & Employer's Liability.** Center shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. Center shall provide this coverage on a primary basis.

**Additional Insured.** Center 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." Center shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Center 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 Center 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 Center enter into such an agreement on a pre-loss basis.

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

18. Center 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 Center, County shall have the right to inspect and audit said books, records, documents and other



evidence during normal business hours.

19. The County and Center 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, Center 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 Center:

Executive Director  
The Center for Youth Activities, Inc.  
P.O. Box 970873  
Boca Raton, FL 33497

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

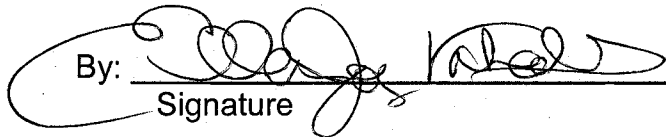
**WITNESSES:**

Susan W. Yinger  
Teramica Kinnitt

**THE CENTER FOR YOUTH ACTIVITIES, INC.**  
**EIN Number: 650416165**

By: Ellen Joy Vahab  
Name (Type or Print)

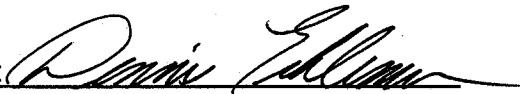
Title: Executive Director

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**

Name of Agency: **Youth Activity Center, Inc.**

Mailing Address: **9400 Palmetto Park Road, Boca Raton, FL 33428**

Federal Employer Identification Number: 65-0416165

Name of President:--Phillip Bloom

Name of Executive Director:--Ellen Joy Vahab

Project Liaison Information:

Name: The Center for Youth Activities, Inc.

Telephone #: 561-883-9325

Fax #: 561-883-9124

e-mail: YACenter@aol.com

Purpose/Mission of Agency:

The Youth Activity Center is a safe, nurturing place that offers after-school, holiday and summer programs for youth from low-income families. YAC offers educational, recreational, art and cultural events including supervised homework assistance. The Center also emphasizes family values, social skills, conflict resolution and self-sufficiency.

**PROJECT INFORMATION**

1. Name of Project: Youth Activity Center's Programs

2. Project Description

- General (Project Scope):

The Youth Activity Center picks up children 5-12 years old from six different elementary schools. The Center is open year round for all families of need, during summer, holidays and teachers work days

- Public Purpose:

Assist families and children in Palm Beach County with after care, holidays and summer programs at a sliding scale fee for children of need in Palm Beach County.

- Location and Date:

9400 West Palmetto Park Rd, Boca Raton, FL 33428

- Anticipated Number of Participants/Users: Capacity of 108 daily.

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.

*operational expenses, personnel costs, tutors and teachers, field trips and vehicle expenses, maintenance and fuel, insurance, technology, food, supplies, and other miscellaneous expenses*

EXHIBIT A

Page 1

4. Estimated Lump Sum Total for Project: \$60,000
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). August<sup>1</sup>2007 to August<sup>31</sup>2008

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 Attachment:  
Certificate of Insurance Yes

Amount of Recreation Assistance Program Funding awarded \$ 40,000  
District 5  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto: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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

**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



**Key Legend**  
 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**

Grantee: \_\_\_\_\_  
 Submittal #: \_\_\_\_\_

Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Contract Reimbursement Period: \_\_\_\_\_

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
 Administrator Date

\_\_\_\_\_  
 Date



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/02/2008

PRODUCER  
**A+ DEERFIELD INSURANCE, INC.**  
408 SOUTH POWERLINE ROAD  
DEERFIELD BEACH, FL 33442  
(954) 421-2100

Serial # 100180

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  
**THE CENTER FOR YOUTH ACTIVITIES, INC.**  
9400 SW PALMETTO PARK ROAD  
BOCA RATON, FL 33428

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: COLONY INSURANCE COMPANY	
INSURER B: PROGRESSIVE INSURANCE COMPANY	
INSURER C: U. S. LIABILITY INSURANCE GROUP	
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 POLICES 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. LTR.	ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	MP3634151	03/30/2008	03/30/2009	EACH OCCURRENCE \$ <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (EA OCCURANCE) \$ <b>\$50,000</b> MED EXP (Any one person) \$ <b>\$5,000</b> PERSONAL & ADV INJURY \$ <b>\$1,000,000</b> GENERAL AGGREGATE \$ <b>\$1,000,000</b> PRODUCTS - COM/POP AGG \$ <b>INCLUDED</b>
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	04129229-5	01/24/2008	01/24/2009	COMBINED SINGLE LIMIT (EA accident) \$ <b>\$500,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	DIRECTORS & OFFICERS NDO1022356B	07/07/2008	07/07/2009	EACH OCCURRENCE \$ <b>\$1,000,000</b> AGGREGATE \$ <b>\$1,000,000</b> \$ \$ \$
		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A		OTHER	MP3634151	03/30/2008	03/30/2009	BUILDING COV.: \$204,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
  
NOT FOR PROFIT YOUTH CENTER

**CERTIFICATE HOLDER**  
  
 ADDITIONAL INSURED:  
 PALM BEACH COUNTY C/O PARKS AND RECREATION DEPARTMENT  
 2700 6TH AVENUE 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  
*Gail Randell*



Client#: 85785

DATE (MM/DD/YYYY)  
07/03/2008

# ACORD CERTIFICATE OF LIABILITY INSURANCE

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.

**PRODUCER**  
WAUSAU SIGNATURE AGENCY  
925 N POINT PKWY STE 300  
ALPHARETTA, GA 30005-0914  
800 241-4226

**INSURERS AFFORDING COVERAGE**  
INSURER A: Wausau Underwriters Insurance Co. NAIC # 26042  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**INSURED**  
OMEGA BUSINESS SOLUTIONS INC  
199 AVENUE K SE  
WINTER HAVEN, FL 33880

**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 TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <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"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MSD EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POR AGG \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				\$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WAJY9D447988018	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The Center For Youth Activities, Effective 4-17-06  
 Coverage is extended to the leased employees of alternate employer (Alabama, Florida, Georgia, Tennessee Operations Only):  
**DISCLAIMER: The Certificate of Insurance does not constitute a contract between the**  
 (See Attached Descriptions)

**CERTIFICATE HOLDER**

Palm Beach County Parks  
and Recreation Dept  
2700 8th 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

