Agenda Item #: 3.M.6.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date:	December 2, 2008	[X] Consent	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Departmen	<u>nt</u>	
Submitted For	: Parks and Recreation Departme	<u>nt</u>	
	<u>I. EXECUTIV</u>	E BRIEF	

**Motion and Title: Staff recommends motion to approve:** Agreement with Police Athletic League of West Palm Beach, Inc. for the period December 2, 2008, through December 30, 2008, in an amount not-to-exceed \$7,000 for funding of the 2008 Gramercy Park summer camp program.

**Summary:** This funding is to help offset costs paid by the Police Athletic League of West Palm Beach, Inc. for the summer camp program held at Gramercy Park. The summer camp served approximately 66 participants each day. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to June 9, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. <u>District 7</u> (DW)

Background and Justification: The Police Athletic League of West Palm Beach, Inc. (PAL) is a not-for-profit organization whose mission is to provide free and structured recreational and educational activities, while introducing law enforcement in a positive light, to ensure strong positive attitudes and relationships with the community. PAL partnered with West Palm Beach's Weed and Seed Program and Crossroads Baptist Church to provide the 2008 Gramercy Park summer camp program. The camp was a result of extensive research, data collection, youth surveys, and community meetings that identified a lack of such services within the Gramercy Park, Caribbean Villas, Saddlebrook, Springbrook, and Robinson Village areas of West Palm Beach. The camp was anticipated to reduce gang related activities and provide a positive recreational outlet for youth.

PAL's summer camp program cost approximately \$21,000 for part-time staff, utilities at Gramercy Park, and other miscellaneous expenses. The \$7,000 from District 7 RAP funding will help offset a portion of the costs paid for the camp by PAL. The Agreement has been executed on behalf of Police Athletic League of West Palm Beach, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreer	ment	
Recommended by:	Department Director	11/10/08 Date
Approved by:	Assistant County Administrator	11/24/08 Date

## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	of Fiscal Imp	pact:			
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County)	7,000 -0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	7,000	0	0	0-	0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
Is Item Included in Curre Budget Account No.:		<u>00</u> Departmer	•	R <u>917</u>	
B. Recommended Sour	ces of Fund	ls/Summary of	Fiscal Impact		
FUND: Park Improv UNIT: RAP/Transpo				m '	
3600-583-R917-01	1-8201	\$7,000			
C. Departmental Fiscal	Review: _	ckopela	kis		· · · · · · · · · · · · · · · · · · ·
	<u>[[]</u>	I. REVIEW CON	MENTS		
A. OFMB Fiscal and/or	Contract De	evelopment and	d Control Com	ments:	
DEMB 18 11/18/08  B. Legal Sufficiency:  Assistant County Attor  C. Other Department R	11/24/0	115/00 54 1117/08/11/91	Of This Contract	ppment and complies with our w requirements.	11119105 ontrol

REVISED 10/95 ADM FORM 01

Department Director

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# AGREEMENT BETWEEN PALM BEACH COUNTY AND POLICE ATHLETIC LEAGUE OF WEST PALM BEACH, INC. FOR THE 2008 GRAMERCY PARK SUMMER CAMP

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 Police Athletic League of West Palm Beach, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "PAL".

## WITNESSETH:

WHEREAS, PAL is a not-for-profit organization whose mission is to provide free and structured recreational and educational activities, while introducing law enforcement in a positive light to ensure strong positive attitudes and relationships with the community, and

WHEREAS, PAL, West Palm Beach's Weed and Seed Program, and Crossroads Baptist Church partnered to provide the 2008 Gramercy Park Summer Camp program (the "camp"); and

WHEREAS, the camp was the result of extensive research, data collection, youth surveys and community meetings that identified a lack of services for youth in the Gramercy Park, Caribbean Villas, Saddlebrook, Springbrook, and Robinson Village areas of West Palm Beach; and

WHEREAS, the camp was originally budgeted for thirty (30) through forty (40) middle school aged youth, but instead averaged approximately sixty six (66) participants per day, requiring that additional staff needed to be added; and

WHEREAS, the camp was anticipated to reduce gang related activities and provide a positive recreational outlet for youth; and

WHEREAS, the total cost of the camp was approximately \$21,000 for part time staff, utilities at Gramercy Park, and other miscellaneous expenses; and

WHEREAS, PAL has requested that County provide \$7,000 to help offset costs for the camp; and

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

WHEREAS, summer camps 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 \$7,000 to PAL for part time staff, utilities, and other miscellaneous expenses associated with the camp, 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 PAL 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 PAL. Said information shall list each invoice paid by PAL and shall include the vendor invoice number; invoice date; and the amount paid by PAL along with the number and date of the respective check or proof of payment for said payment. PAL shall attach a copy of each vendor invoice paid by PAL 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, PAL's Program Administrator and Project Financial Officer shall certify the total funds spent by PAL on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by PAL and approved by PAL as indicated.
- 3. PAL incurred expenses for the Project beginning on June 9, 2008. Those costs incurred by PAL for the Project, approved and submitted accordingly by PAL subsequent to June 9, 2008, 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 PAL 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. PAL warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. PAL 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, gender identity or expression; and
- 7. PAL shall be responsible for 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 PAL is in default of its obligations under this Agreement, the County shall provide PAL thirty (30) days written notice to cure the default. In the event PAL 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 PAL for the Project deemed to be in default and PAL shall return any County RAP funds already collected by PAL for the 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. PAL shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 9, 2008, through September 30, 2008. PAL 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 PAL may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny PAL's request for said extension.
- 12. In the event PAL 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 PAL. The determination that PAL has ceased or suspended the Project shall be made by County and PAL agrees to be bound by County's determination.
- 13. PAL 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 PAL. 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 PAL 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, PAL 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 PAL, 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 PAL is eligible to receive reimbursement from the County.

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

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, PAL 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, PAL shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. PAL shall maintain books, records, documents and other evidence which 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 PAL, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and PAL 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, PAL 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 agreements, written or oral, relating to this Agreement. The 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 PAL:

President
Police Athletic League, Inc. of West Palm Beach, Inc.
600 Banyan Boulevard
West Palm Beach, FL 33401

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.

**INWITNESS 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:Chair
WITNESSES:  Crais Spitan	POLICE ATHLETIC LEAGUE OF WEST PALM BEACH, INC. Tax I.D. Number: 65-0929021  By: OFC. Trephavie Patterson  Name (Type or Print) Title: Con Com Director  By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: County Attorney	By: Dennis L. Eshleman, Director

Parks and Recreation Department

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

Police Athletic League of West Palm Beach, Inc. Name of Agency:

Address: 600 Banyan Boulevard, West Palm Beach, FL 33401

Federal Employer Identification Number: 65-0929021

Name of President: John Howard

Name of Executive Director: Assistant Chief Guillermo Perez

Project Liaison Information: Name: Craig Spatara

Telephone #: 561-615-4622

Fax #: 561-683-6419

e-mail: CSpatara@wpb.org

## PROJECT INFORMATION

- Name of Project: 2008 Gramercy Park Summer Camp 1.
- 2. **Project Description**

General (Project Scope):

The Crossroads Baptist Church Summer Leadership Camp provided positive free activities Monday-Friday from June 9 - August 22, 2008 for sixty five (65) youth that live in the Gramercy Park area of Palm Beach County. The camp was originally designed to serve 30 teens but the overwhelming response demanded that the program expand to serve sixty-five (65) youth ages 13-17. Unfortunately, thirty (30) additional youth had to be turned away because of a lack of staff, funding and space.

Public Purpose:

The Crossroads Baptist Church Summer Leadership Camp is a result of a partnership between The City of West Palm Beach Police Athletic League, Weed and Seed and Crossroads Baptist Church. Extensive research, data collection, youth surveys and community meetings have had one overriding theme, that there were no services for the young people that lived in the area. Over 1,600 youth live in the northern portion of the site (Gramercy Park, Caribbean Villas, Saddlebrook, Springbrook and Robinson Village) and forty six percent (46%) of those youth live in single female headed households. There is a tremendous need for activities for youth especially considering that gang incidents are on the rise in the area

- Location: 5710 North Haverhill Road, West Palm Beach, Florida 33407
- Anticipated Number of Participants/Users: 65
- Project Elements: List anticipated broad categories of Expenditure Items 3. such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Part-Time Staff, and Utilities, and Other Miscellaneos Expenses

- Estimated Lump Sum Total for Project: \$21,000 4.
- Project Initiation date (date of first invoice for which reimbursement will be 5. requested) and anticipated End date (date which project will be completed and all invoices paid). June 9, 2008 to September 30, 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 Attachments: Certificate of Insurance X	
Amo	ount of Recreation Assistance Program Funding awarded	\$ 7,000
		District 7
		(filled in by County)

Form available online by request. Contact Susan Yinger at <a href="mailto:syinger@pbcgov.com">syinger@pbcgov.com</a>



Grantee: \_

## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

## **CONTRACT PAYMENT REQUEST**

Date

Project Name: \_

	Reimbursement Period:				
<u>Key</u>	Project Costs This Submission	Cumulative Project Costs			
(C) _					
(S) _					
(M) _					
(E) _					
(T) _					
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PBC Pr	oject Administrator	Date			
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Payee (Vendor/Contractor)

#### Key Legend

C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

Number

E = Equipment

T = Travel

Grantee: \_\_\_

Submittal #:

1 = Indirect Costs

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

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

Administrator

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.

Date

Page 2 of

f	C	ORD. CERTIFIC	ATE OF LIABILIT	Y INSU	RANCE			7/15/2008
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-						Deductible		\$50.00
Α		Directors & Officers	1621282	7/1/2008	7/1/2009	DEO Limit		\$1,000,000
Pal	VISE Roge n Be Pact	on of operations. Coartons. Vehicle  D Limits effective 7/1/08  rds To Event: Atbletic C	SEXCLUSIONS ADDED BY ENDORSEMENT **This Certificate super	sedes any and	all previous	per written co	otra 0 daj	ct with y cancellation
CER	TIFIC	ATE HOLDER	· · ·	CANCELLATIO				
				SHOULD ANY	F THE ABOVE DE	SCRIBED POLICIES BE	CANC	ELLED SEFORE THE
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## City of West Palm Beach Police Athletic League, Inc.



"Committed to Filling Playgrounds...... Not Prisons"

## **BOARD OF DIRECTORS**

Guillermo Perez, Executive Director

Officer Stephanie Patterson, Program Director

John Howard Gail A. Levine Harriet Zahn Palm Beach County Board of County Commissioners,

The Police Athletic League of West Palm Beach, Inc. is not required to have Worker's Compensation Coverage.

Thanks,

Officer Stephanie Patterson