

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 5, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Aid to Victims of Domestic Abuse, Inc. for the period May 5, 2009, through May 28, 2009, in an amount not-to-exceed \$2,500 for the AVDA 2008 5K Run/Walk by the Sea.

Summary: This funding is to assist with costs for a 5K run/walk sponsored by Aid to Victims of Domestic Abuse, Inc. (AVDA) on October 11, 2008. The event was held at Anchor Park in Delray Beach, and attracted approximately 500 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to July 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: AVDA is a not-for-profit organization whose mission is to serve families trapped in the cycle of family violence by intervening with both the victim and the abuser. AVDA sponsored the 5K Run/Walk by the Sea event on October 11, 2008, to increase community awareness of its services during National Domestic Violence Awareness Month. The event included a timed 3.1 mile race along A1A, a family fun mile, children's activities, and a kid's dash with medals and prizes given to the top runners and fundraisers.

The total cost of the event was approximately \$10,300 for permitting, artwork for printing of posters and t-shirts, disc jockey/entertainment, advertising, signage, t-shirts, plaques and medals, labor, rental costs, contractual expenses, City of Delray Beach services for utilities and security, decorations and supplies, volunteer lunch, public/media relations expenses, and other miscellaneous expenses. The \$2,500 from District 7 RAP funding will offset a portion of the cost of the event. The Agreement has been executed on behalf of Aid to Victims of Domestic Abuse, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

4/17/09
Date

Approved by: 
Assistant County Administrator

4/28/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>2,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>2,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R917
 Object 8201 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/Transportation Improvement Fund-District 7

Contributions-Non-Govts Agnces 3600-583-R917-028-8201 \$2,500

C. Departmental Fiscal Review: comptrol ready

III. REVIEW COMMENTS

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

Jim Donk 4-24-09
 OFMB & 4/23/09 CH 04/22/09 CN 4/21/09

Joe A. Jacobson 4/24/09
 Contract Development and Control
 E. Jones 4/24/09

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgado 4/28/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

AGREEMENT BETWEEN PALM BEACH COUNTY AND AID TO VICTIMS OF DOMESTIC ABUSE, INC. FOR FUNDING OF THE AVDA 2008 5K RUN/WALK BY THE SEA

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 Aid to Victims of Domestic Abuse, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AVDA".

WITNESSETH:

WHEREAS, AVDA is a not-for-profit organization whose mission is to serve families trapped in the cycle of family violence by intervening with both the victim and the abuser; and

WHEREAS, AVDA sponsored the 5K Run/Walk by the Sea (the "Event") on October 11, 2008, to increase community awareness of its services during National Domestic Violence Awareness Month; and

WHEREAS, AVDA'S services include the provision of emergency shelter, transitional housing, case management, referrals, legal advocacy, individual and group counseling, 24-hour crisis line, and preventative education; and

WHEREAS, the Event included a timed 3.1 mile race along A1A, a family fun mile, children's activities, and a Kid's Dash, with medals and prizes given to the top runners and fundraisers; and

WHEREAS, the Event was held at Anchor Park in Delray Beach and attracted approximately five hundred (500) participants; and

WHEREAS, the cost of the Event was approximately \$10,300 for permit, artwork for printing of posters and tee-shirts, disc jockey/entertainment, advertising, signage, tee-shirts, plaques and medals, labor, rental costs, contractual expenses, City of Delray Beach services for utilities and security, decorations and supplies, volunteer lunch, public /media relations expenses, and other miscellaneous expenses related to the Event; and

WHEREAS, AVDA has requested that County provide \$2,500 to help offset costs for the Event; and

WHEREAS, funding for the Event in an amount not-to-exceed \$2,500 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, recreational events that increase public awareness 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 \$2,500 to AVDA for permit, artwork for

printing of posters and tee-shirts, disc jockey/entertainment, advertising, signage, tee-shirts, plaques and medals, labor, rental costs, contractual expenses, City of Delray Beach services for utilities and security, decorations and supplies, volunteer lunch, public /media relations expenses, and other miscellaneous expenses related to the Event, 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 AVDA 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, is being 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 AVDA. Said information shall list each invoice paid by AVDA and shall include the vendor invoice number; invoice date; and the amount paid by AVDA along with the number and date of the respective check or proof of payment for said payment. AVDA shall attach a copy of each vendor invoice paid by AVDA 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, AVDA's Program Administrator and Project Financial Officer shall certify the total funds spent by AVDA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by AVDA and approved by AVDA as indicated.

3. AVDA incurred expenses for the Project beginning on July 1, 2008. Those costs incurred by AVDA for the Project, approved and submitted accordingly by AVDA subsequent to July 1, 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 AVDA 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. AVDA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. AVDA 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, sexual orientation, gender identity, or expression.

7. AVDA shall be responsible for operation and maintenance of the Project including all associated costs.

8. The term of this Agreement shall be until May 28, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event AVDA is in default of its obligations under this Agreement, the County shall provide AVDA thirty (30) days written notice to cure the default. In the event AVDA 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 AVDA for the Project deemed to be in default and AVDA shall return any County RAP funds already collected by AVDA 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. AVDA shall complete the Project by February 28 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2008, through February 28, 2009. AVDA shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before May 28, 2009. Upon written notification to County at least ninety (90) days prior to that date AVDA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny AVDA's request for said extension.

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

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

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

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

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

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

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

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

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

19. The County and AVDA 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, AVDA 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 AVDA:

President
Aid to Victims of Domestic Abuse, Inc.
P.O. Box 6161
Delray Beach, FL 33482

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 John F. Koons, Chairman

WITNESSES:
Sharon W. Yonje

AID TO VICTIMS OF DOMESTIC ABUSE, INC.
Tax I.D. Number: 59-2486620

Veronica Kennell

By: Pamela O'Brien

Name (Type or Print)
Title: Executive Director

By: Pamela O'Brien, Exec. Dir.
Signature

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Dennis L. Eshleman
Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Aid to Victims of Domestic Abuse, Inc. (AVDA)

Address: P.O. Box 6161, Delray Beach, FL 33482

Federal Employer Identification Number: 59-2486620

Name of President: Diane Paillet (Board of Directors)

Name of Executive Director: Pamela O'Brien

Project Liaison Information:

Name: Kathleen Fallon

Telephone #: 561-265-3797-x118

Fax #: 561-265-2102

e-mail: kfallon@avda-fl.com

PROJECT INFORMATION

1. Name of Project: AVDA 5kRun/Walk by the Sea
2. Project Description
 - General (Project Scope): The AVDA 5K Race by the Sea includes a chip time 3.1 mile race along A1A, a family fun mile and a Kids Dash. Medals and Prizes are given out to the top runners and fundraisers as well as kids activities including face painting and a tour of a fire truck.
 - Public Purpose: To increase community awareness of AVDA's services during National Domestic Violence Awareness Month (October). Services for victims of domestic abuse include emergency shelter, transitional housing, case management, referrals, legal advocacy, individual and group counseling, 24-hour crisis line in addition to preventative education to the community.
 - Location and Date of Event: Anchor Park in Delray Beach, FL on Saturday, October 11th, 2008
 - Anticipated Number of Participants/Users: 500
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.

permit, artwork for printing of posters and tee-shirts, disc jockey/entertainment, advertising, signage, tee-shirts, plaques and medals, labor, rental costs, contractual expenses, City of Delray Beach services for utilities and security, decorations and supplies, volunteer lunch, public /media relations expenses, and other miscellaneous expenses
4. Estimated Lump Sum Total for Project: \$10,300.00
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). July 1, 2008 to February 28, 2009

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 _____

Amount of Recreation Assistance Program Funding awarded \$ 2,500/24
5,000

District 7
(filled in by County)



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date



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.

 Administrator Date

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR
AIDTO-1

DATE (MM/DD/YYYY)
09/25/08

PRODUCER The Flastridge Agency, Inc. 730 N.E. 6th Avenue Lray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Aid To Victims of Domestic Abuse, Inc. P.O. Box 6161 Delray Beach FL 33445	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab 1 mil/2 GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK278787	12/10/07	12/10/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK278787	12/10/07	12/10/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OFFER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County shall be listed as additional insured with respects to General Liability.

CERTIFICATE HOLDER PALMBEV Palm Beach County c/o Parks & Recreation 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 10 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 <i>Mitchell Oberlander</i>
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
09/24/08

PRODUCER 1-800-472-0072
Psychex Agency, Inc.
 150 Sawgrass Dr
 Rochester, NY 14620

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
Psychex Business Solutions, Inc.
AID TO VICTIMS OF DOMESTIC ASSAULT INC
 911 Panorama Trail South
 Rochester, NY 14625
 877-266-6850

INSURERS AFFORDING COVERAGE

INSURER A: **ILLINOIS NATIONAL INSURANCE COMPANY**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2243523	06/01/08	06/01/09	<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
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOSE EMPLOYEES LEASED TO, BUT NOT SUBCONTRACTORS OF THE NAMED INSURED

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
PALM BEACH COUNTY C/O PARKS AND RECREATION 2700 6TH AVENUE SOUTH LAKE WORTH, FL 33461 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>90</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Deanne Swetman</i>