

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009

Consent

Regular

Ordinance

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 receive and file: three (3) fully-executed original Agreements for Recreation Assistance Program (RAP) funding as follows:

- A) Agreement with the City of Riviera Beach for the period June 1, 2009, through July 1, 2009, in an amount not-to-exceed \$2,500 for the Civil Drug Court 2008 Winter Wonderland project;
- B) Agreement with Omnipotent Outreach Ministry, Inc. for the period June 1, 2009, through December 30, 2009, in an amount not-to-exceed \$5,000 for summer recreation programs for at-risk youth; and
- C) Agreement with the City of Boynton Beach for the period June 1, 2009, through June 30, 2009, in an amount not-to-exceed \$7,000 for the 2009 Heritage Celebration.

**Summary:** Delegation of authority for execution of these standard Recreation Assistance Program (RAP) Agreements was approved by the Board on May 19, 2009 (5F-1). Funding is from RAP - District 7. District 7 (AH)

**Background and Policy Issues:** On May 19, 2009, the Board approved funding allocations for 17 District 7 RAP projects that were awarded by Commissioner Addie Greene prior to her leaving office. At that time, the Board also delegated authority to the County Administrator or his designee to execute Agreements for each project as they became available.

The three (3) projects addressed in this item are fully executed and are now being submitted for receive and file to provide for proper recording and budgeting.

**Attachments:** Three fully executed Agreements

Recommended by:   
Department Director

6/12/09  
Date

Approved by:   
Assistant County Administrator

6/30/09  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>14,500</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>
<b>NET FISCAL IMPACT</b>	<b><u>14,500</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>				

Is Item Included in Current Budget? Yes X No       
 Budget Account No.: Fund 3600 Department 583 Unit R917  
 Object 8101/8201 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

A) Contributions Othr Govtl Agency	3600-583-R917-032-8101	\$2,500
B) Contributions-Non-Govts Agnces	3600-583-R917-034-8201	\$5,000
C) Contributions Othr Govtl Agency	3600-583-R917-035-8101	<u>\$7,000</u>
	Total	\$14,500

C. Departmental Fiscal Review:                     ckopelakis                    

**III. REVIEW COMMENTS**

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

                    [Signature]                    6/24/09  
 OFMB 8/6/18/09 06/16/09 6/16/09

                    [Signature]                    6/25/09  
 Contract Development and Control  
6/24/09

**B. Legal Sufficiency:**

                    Anne Delgant                    6-26-09  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
THE CITY OF BOYNTON BEACH FOR FUNDING OF THE 2009 BOYNTON BEACH  
HERITAGE CELEBRATION**

**THIS AGREEMENT** is made and entered into on 6-1-09, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Boynton Beach, a Florida Municipal Corporation, hereinafter referred to as "Boynton Beach".

**WITNESSETH:**

**WHEREAS**, Boynton Beach sponsored the annual Boynton Beach Heritage Celebration on February 21, 2009 (the Event), which attracted approximately five hundred (500) participants; and

**WHEREAS**, the purpose of the Event was to promote cultural diversity in the City of Boynton Beach while celebrating each culture's splendor through sports, music, dance, and other art forms and to create a day filled with family fun oriented safe and entertaining activities; and

**WHEREAS**, the mission of the Event was to motivate, empower, and inform the public of the ties that bind the community together through enjoyment of safe activities and entertainment; and

**WHEREAS**, the Event activities were held as a "street fest" on N.E. 10<sup>th</sup> Avenue/Martin Luther King Boulevard in Boynton Beach; and

**WHEREAS**, the Event cost approximately \$14,900 for contractual services and other miscellaneous expenses related to the Event; and

**WHEREAS**, Boynton Beach has requested from County an amount not to exceed \$7,000 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 \$7,000 is available from the Recreation Assistance Program (RAP) – District 7; and.

**WHEREAS**, Boynton Beach's cultural arts, recreational, and community events 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 \$7,000 to Boynton Beach for the 2009 Boynton Beach Heritage Celebration for contractual services and other miscellaneous expenses, 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 Boynton 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 Boynton Beach. Said information shall list each invoice paid by Boynton Beach and shall include the vendor invoice number; invoice date; and the amount paid by Boynton Beach along with the number and date of the respective check or proof of payment for said payment. Boynton Beach shall attach a copy of each vendor invoice paid by Boynton 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, Boynton Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Boynton Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Boynton Beach and approved by Boynton Beach as indicated.

3. Boynton Beach incurred expenses for the Project beginning on February 6, 2009. Those costs incurred by Boynton Beach for the Project, approved and submitted accordingly by Boynton Beach subsequent to February 6, 2009, 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 Boynton 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. Boynton Beach 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.

6. Boynton Beach shall be responsible for the operation and maintenance of the Project including all associated costs.

7. The term of this Agreement shall be June 30, 2009, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Boynton Beach is in default of its obligations under this Agreement, the County shall provide Boynton Beach thirty (30) days written notice to cure the default. In the event Boynton 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 Boynton Beach for the Project deemed to be in default and Boynton Beach shall return any County RAP funds already collected by Boynton 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. Boynton Beach shall complete the Project by March 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 6, 2009, through March 30, 2009. Boynton 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 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Boynton Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Boynton Beach's request for said extension.

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

12. Boynton 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 Boynton 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 Boynton 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, Boynton 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 Boynton 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 Boynton 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, Boynton 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 Boynton 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, Boynton Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Boynton 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, Boynton 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 Boynton Beach of its liability and obligations under this Agreement.

16. Upon request by County, Boynton Beach shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

17. Boynton 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 Boynton 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 Boynton 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, Boynton 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 Boynton Beach:

City Manager, City of Boynton Beach  
100 N.W. 1st Avenue  
Boynton 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.

**IN WITNESS WHEREOF**, the undersigned parties have signed this

Agreement on the date first above written.

**ATTEST: WITNESSES:**

~~SHARON R. BOCK, Clerk &~~

Comptroller

By: Dusan W. Jureja

By: Tanisha R. Bennett

Deputy Clerk

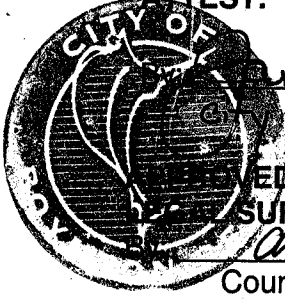
**ATTEST:**

Janet M. Prainito

Clerk

**APPROVED AS TO FORM AND SUFFICIENCY**

Anne Helgand  
County Attorney



<sup>ON BEHALF OF</sup>  
**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: [Signature]

Commissioner John F. Koons, Chairman  
Robert Weisman, County Administrator

**CITY OF BOYNTON BEACH**

By: [Signature]  
Mayor

**APPROVED AS TO TERMS AND CONDITIONS**

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

**APPROVED AS TO FORM:**

[Signature]  
CITY ATTORNEY



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

**PROJECT INFORMATION**

Name and address of Municipality: City of Boynton Beach/CRA  
100 E. Boynton Beach Blvd.  
Boynton beach, Florida 33425

Name of Municipality: City of Boynton Beach  
Mailing Address: P.O. Box 310  
Boynton beach, Florida 33425-310

Name of Mayor: Jerry Taylor

Name of City Manager: Kurt Bressner

Project/Project Liaison: Mary DeGraffenreidt  
Telephone Number: (561) 742-6642  
E-mail Address: [Degraffenreidtm@ci.boynton-beach.fl.us](mailto:Degraffenreidtm@ci.boynton-beach.fl.us)

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: 2009 Boynton Beach Heritage Celebration
2. Project/Program Description:
  - General (Project Scope): The mission of the Boynton Beach Heritage Celebration is to promote cultural diversity that exist in the City of Boynton Beach while celebrating each culture's splendor through sports, music, dance and other art forms. The goal of the event is to create a day filled with family fun oriented safe and entertaining activities.
  - Public Purpose: To provide a celebration that motivates, empowers, and informs the public of the ties that bind our community together through enjoyment of fun safe activities and entertainment. The Heritage celebration encourages families to come together and promote cultural diversity while providing events that can bridge the generation gap.
  - Location: The Boynton Beach Heritage Celebration activities will be held on NE 10<sup>th</sup> Avenue & MLK Blvd., Boynton Beach
  - Anticipated Number of Participants/Users: 500 people
3. Project/Program Elements: List anticipated broad categories of Expenditure Item such as capital outlay, contractual services, personnel cost, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget amounts.  
  
Contractual Service  
Miscellaneous Expenses
4. Estimated Lump Sum Total for Projected/Program \$14,900
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and end date (date which project/program will be completed and all invoices paid). This will become the project time frame: February 6, 2009 – March 30, 2009.

Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program 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 \$7,000  
District 7  
(Filled in by County)

Form available on line 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: \_\_\_\_\_

Date \_\_\_\_\_  
 Project Name: \_\_\_\_\_

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

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



STAR INSURANCE COMPANY CERTIFICATE OF INSURANCE DATE ISSUED: 4/13/09

**PRODUCER**  
 Arthur J. Gallagher & Co.  
 2255 Glades Road  
 Suite 400 E.  
 Boca Raton, FL 33431

**INSURED**  
 City of Boynton Beach  
 100 E. Boynton Beach Boulevard  
 Boynton Beach, FL 33425

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.

**COMPANIES AFFORDING COVERAGE**

COMPANY (A) STAR INSURANCE COMPANY

COMPANY (B) \_\_\_\_\_

COMPANY (C) \_\_\_\_\_

COMPANY (D) \_\_\_\_\_

**COVERAGES**  
 This is to certify that 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. Limits shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CP 02679 03	04/01/09	4/1/2010	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person)	SEE BELOW SEE BELOW
A	<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 <input type="checkbox"/> GARAGE LIABILITY	N/A	N/A	N/A	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE	N/A
A	<input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CP 02679 03	04/01/09	4/1/2010	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$10,000,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CP 02679 03	04/01/09	4/1/2010	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE	Statutory

Company A - Policy subject to the SIR per General Endorsement SNS GEN 01 attached to the Policy.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS** - All operations usual to a normal City Government including the Certificate Holder with respects Insurance coverage.

All other terms and conditions of this policy remain unchanged.

**CERTIFICATE HOLDER**

Palm Beach County  
 Board of County Commissioners  
 Risk Management Department  
 160 Australian Dr.  
 West Palm Beach, FL 33406  
 Attention: Richard Cohen

Should any of the above described policies be cancelled before the expiration date thereof, the Issuing company will endeavor to mail 90 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Signature:   
 Sandra M. Donaghy

Meadowbrook Insurance Group

**AGREEMENT BETWEEN PALM BEACH COUNTY AND OMNIPOTENT OUTREACH MINISTRY, INC. FOR SUMMER RECREATION PROGRAMS FOR AT-RISK YOUTH**

**THIS AGREEMENT** is made and entered into on 6/1/07 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Omnipotent Outreach Ministry, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Omnipotent".

**WITNESSETH:**

**WHEREAS**, Omnipotent is a not-for-profit organization whose mission is to provide recreational activities for at-risk children during the summer, to assist children with HIV, bipolar disorder, abuse, and neglect, and to provide a safe environment for all people and children; and

**WHEREAS**, Omnipotent offers the Omnipotent Summer Camp Program, which is located in Tamarind, Pleasant City, and surrounding communities, to provide recreational opportunities and a safe environment for at-risk children; and

**WHEREAS**, approximately seventy five (75) children are served at this summer camp program; and

**WHEREAS**, the Summer Camp Program is anticipated to cost approximately \$75,000 for field trips, camp shirts, camp fees, gas for vans and bus, insurance, personnel costs, and other miscellaneous expenses for the Summer Camp Program; and

**WHEREAS**, Omnipotent has requested that County provide \$5,000 to help offset costs for the Summer Camp Program; and

**WHEREAS**, funding for the Summer Camp Program in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 7; and

**WHEREAS**, recreational and summer camp programs for youth serve a public benefit; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$5,000 to Omnipotent to help offset costs for the Summer Camp Program for field trips, camp shirts, camp fees, gas for vans and bus, insurance, personnel costs, and other miscellaneous expenses for the Summer Camp Program, as described in Exhibit "A", attached hereto and incorporated

herein, and hereinafter referred to as the "Project".

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

3. Omnipotent incurred expenses for the Project beginning on June 15, 2009. Those costs incurred by Omnipotent for the Project, approved and submitted accordingly by Omnipotent subsequent to June 15, 2009, 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 Omnipotent 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. Omnipotent warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Omnipotent 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. Omnipotent 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, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Omnipotent is in default of its obligations under this Agreement, the County shall provide Omnipotent thirty (30) days written notice to cure the default. In the event Omnipotent 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 Omnipotent for the Project deemed to be in default and Omnipotent shall return any County RAP funds already collected by Omnipotent 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. Omnipotent shall complete the Project by September 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 15, 2009, through September 30, 2009. Omnipotent 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, 2009. Upon written notification to County at least ninety (90) days prior to that date Omnipotent may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Omnipotent's request for said extension.

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

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

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

**Commercial General Liability.** Omnipotent 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' Risk Management Department. Omnipotent shall provide this coverage on a primary basis.

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

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

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

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

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Omnipotent 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 ten (10) 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, Omnipotent shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Omnipotent 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, Omnipotent 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 Omnipotent Outreach Ministry, Inc.

President  
Omnipotent Outreach Ministry, Inc.  
P.O. Box 9234  
West Palm Beach, FL 33404

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: WITNESSES:~~

~~SHARON R. BOCK, Clerk & Comptroller~~

By: [Signature]  
By: Deanna Kennett  
Deputy Clerk

WITNESSES:

[Signature]  
Deanna Kennett

ON BEHALF OF

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Commissioner John F. Keens, Chairman  
Robert Weisman, County Administrator

OMNIPOTENT OUTREACH MINISTRY, INC.  
FEI Number: 331161623

By: Minister MARTINA L. WALKER  
Name (Type or Print)

President  
Title  
[Signature]  
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Delgent  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

Name at Agency: Omnipotent Outreach Ministry, Inc.  
Mailing Address: P.O. Box 9234, Riviera Beach, FL 33404  
Federal Employer Identification Number: 331161623  
Name of President: Martina Walker  
Name of Executive Director: Harriett Walker-Rolle  
Project Liaison Information:  
Name: Omnipotent Outreach Ministry Inc.  
Telephone > 561-379-4782:  
Fax ~: 561-659-9343  
e-mail: walkermartina1948@yahoo.com

### **Purpose/Mission of Agency:**

To provide recreational activities to at risk children in the surrounding communities through the summer. Children infected with HIV, Bipolar, abused and just left alone at home, etc. Our goal is to provide a safe environment for all people/children.

### **PROJECT INFORMATION**

1. Name of Project: Summer Recreation Programs for At-Risk Youth
2. Project Description
  - General (Project Scope): The Summer Recreation Programs for At-Risk Youth (Omnipotent Summer Camp) is located in the heart of the community. Our vision is to seek out the boys and girls in this local community (Tamarind, Pleasant City and surrounding areas) and bring them into a safe and loving environment where there is no respect of person.
  - Public Purpose: The Omnipotent summer camp is open to the general public to assist at risk children by providing recreational summer activities during the summer.
  - Location and Date: 819 8<sup>th</sup> Street, WPB, FL 33401 6/15/09
  - Anticipated Number of Participants/Users: 75
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.

The funds will be used for field trip, camp shirts, camp fes, gas for van's and bus, insurance, personal cost and other miscellaneous expenses for Omnipotent Summer Camp.

4. Estimated Lump Sum Total for Project: \$75,000
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). 6/15/2009 to 9/30/2009.

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 Attachment:

Certificate(s) of Insurance   X  

Amount of Recreation Assistance Program Funding awarded \$ 5,000

District 7

(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)



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		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					<b>TOTAL \$</b>			

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

DATE (MM/DD/YYYY)  
9/5/2008

**PRODUCER**  
**GLAZIER'S INSURANCE AGENCY INC.**  
 3086 Jog Rd  
 Lake Worth, FL 33467-2053  
 (561)432-5884

**INSURED**  
**OMNIPOTENT COVETRACE MINISTRY INC**  
 819 6TH STREET  
 WEST PALM BEACH FL 33401

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.

INSURER AFFORDING COVERAGE	NAIC#
AMERICA BELL INSURANCE	
AMERICA NATIONAL INSURANCE	
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 MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS UNKNOWN MAY HAVE BEEN REQUIRED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	START DATE	END DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCC. <input type="checkbox"/> LOG	627B003112-02	07/31/08	07/31/09	EACH OCCURRENCE (COMMERCIAL) \$ 500,000 PRODUCTS (OR SERVICES) \$ 100,000 MED EXP. (PER PERSON) \$ 5,000 PERSONAL & ADV. \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMPROP. \$ Included
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTO	73A7R12568	07/31/08	07/31/09	COMBINED SINGLE LIMIT (PER OCCUR) \$ BODILY INJURY (PER PERSON) \$ 10,000 BODILY INJURY (PER OCCUR) \$ 20,000 PROPERTY DAMAGE (PER OCCUR) \$ 10,000 AUTO ONLY - BI ACCIDENT \$ OTHER THAN AUTO ONLY: SAACC \$ AGE \$
<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 <input type="checkbox"/> RETENTION \$				IDENTICAL TO POLICY #1 \$1. EACH ACCIDENT \$ \$1. DISEASE - AN EMPLOYEE \$ \$1. TRAVELER - POLICY LIMIT \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/OWNER/RENTAL/OPERATOR/EMPLOYEE INCLUDED (SEE EMPLOYERS MANUAL FOR SPECIAL PROVISIONS)				
<b>OTHER</b> NON OWNED AUTO	627B003112-02	07/31/08	07/31/09	500,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/INCLUSIONS/EXCLUSIONS/SPECIAL PROVISIONS**  
 PALM BEACH COUNTY BOARD OF COMMISSIONERS, POLITICAL SUBDIVISION OF STATE OF FLORIDA ITS OFFICERS, EMPLOYERS AND AGENTS ARE LISTED AS ADDITIONAL INSURED.

**CERTIFICATE HOLDER**  
 Palm Beach County c/o Parks and Recreation Dept.  
 2700 6th Ave.  
 Lake Worth, FL 33461  
 561-963-6747

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE REQUIRED 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: *[Signature]*

ACORD 25 (08/15/08)

© ACORD CORPORATION 1988



FAX

FAX

FAX

# OMNIPOTENT OUTREACH MINISTRY

~~11/11/09~~

P.O. BOX 9234

RIVIERA BEACH, FL 33419-9234

OFFICE (561) 659-9343

CELL (561) 379-4782

FAX (561) 659-9343

E-MAIL [walkermartina1948@yahoo.com](mailto:walkermartina1948@yahoo.com)

TO: Ms. Yinger FROM: Minister Martina Walker

FAX: 561-963-6747 PAGES: 10 including cover sheet

PHONE#: \_\_\_\_\_ DATE: 4-17-09

RE: RAP Grant - Hand Copy mailed 4/17/09

cc: \_\_\_\_\_ cc: \_\_\_\_\_

- URGENT
- FOR REVIEW
- PLEASE COMMENT
- PLEASE REPLY

*worker's comp*

COMMENTS: The Omnipotent ministry employs  
less than 8 people therefore according to  
FL Statute Worker's compensation insurance  
is optional.

*Ms. Yinger Please let me know if this  
reference in regards to WC insurance  
is correct. I will send you the increase  
in coverage for auto insurance ASAP.*

*Minister Walker*

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA  
BEACH FOR THE RIVIERA BEACH CIVIL DRUG COURT WINTER WONDERLAND  
PROJECT**

**THIS AGREEMENT** is made and entered into on 6/1/09, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Riviera Beach, a Florida Municipal Corporation, hereinafter referred to as "Riviera Beach."

**WITNESSETH:**

**WHEREAS**, Riviera Beach's Civil Drug Court sponsored the Winter Wonderland Project at the Dan Calloway Recreation Center on December 20, 2008 (the Event); and

**WHEREAS**, the purpose of the Event was to provide a toy give-a-way to needy children; and

**WHEREAS**, project elements for the Event included operational expenses for refreshment stations, food, soft drinks, backdrops, decorations, toys, and other miscellaneous expenses relating to the Event; and

**WHEREAS**, Riviera Beach has requested from County an amount not-to-exceed \$2,500 to help offset costs for the Event; and

**WHEREAS**, County desires to provide funding to offset costs for the Event in an amount not-to-exceed \$2,500; 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**, special events targeting the needs of children from low income families 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 \$2,500 to Riviera Beach for the Event for refreshment stations, food, soft drinks, backdrops, decorations, toys, and other miscellaneous expenses relating to the Event 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 Riviera 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 Riviera Beach. Said information shall list each invoice paid by Riviera Beach and shall include the vendor invoice number; invoice date; and the amount paid by Riviera Beach along with the number and date of the respective check or proof of payment for said payment. Riviera Beach shall attach a copy of each vendor invoice paid by Riviera 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, Riviera Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Riviera Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Riviera Beach and approved by Riviera Beach as indicated.

3. Riviera Beach incurred expenses for the Project beginning on October 1, 2008. Those costs incurred by Riviera Beach for the Project, approved and submitted accordingly by Riviera Beach subsequent to October 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 Riviera 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. Riviera 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, sexual orientation, gender identity, or expression.

6. Riviera Beach shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until July 1, 2009, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Riviera Beach is in default of its obligations under this Agreement, the County shall provide Riviera Beach thirty (30) days written notice to cure the default. In the event Riviera 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 Riviera Beach for the Project deemed to be in default and Riviera Beach shall return any County RAP funds already collected by Riviera Beach for that 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. Riviera Beach shall complete the Project by March 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2008 through March 31, 2009. Riviera 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 July 1, 2009. Upon written notification to County at least ninety (90) days prior to that date Riviera Beach may request an extension beyond this period for the purpose of completing the Project.

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

12. Riviera 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 Riviera 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 Riviera 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, Riviera 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 Riviera 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 Riviera 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, Riviera 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 Riviera 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, Riviera Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

Prior to execution of this Agreement by the County, Riviera 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 Riviera Beach of its liability and obligations under this Agreement.

15. Upon request by County, Riviera Beach shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

17. The County and Riviera 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.

18. 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.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Riviera 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.

20. 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.

21. 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 Riviera Beach:  
City Manager  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Fl 33404

22. 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:~~ WITNESSES:

~~SHARON R. BOCK, Clerk & Comptroller~~

By: *ASusan W. Young*  
By: *Veronica Bennett*  
Deputy Clerk

ON BEHALF OF

PALM BEACH COUNTY, FLORIDA, <sup>↑</sup>BY ITS BOARD OF COUNTY COMMISSIONERS

By: *John F. Keons*  
Commissioner John F. Keons, Chairman  
Robert Weisman, County Administrator

ATTEST:

By: *[Signature]*

CITY OF RIVIERA BEACH

By: *[Signature]*  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Anne Polyzant*  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*  
Dennis L. Eshleman, Director  
Parks and Recreation Department

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

Name of Municipality: **City of Riviera Beach**  
Mailing Address: **2600 West Blue Heron Boulevard, Riviera Beach, FL 33404**

Name of Mayor: *Thomas Masters*  
Name of City Manager: *Gloria Shuttlesworth*

Project Liaison Information:  
Name: David Wright, Intergovernmental Coordinator  
Telephone #: *(561)840-4824*  
Fax #: *(561)840-4828*  
e-mail: *fascott@rivierabch.com*

**PROJECT INFORMATION**

1. Name of Project: Winter Wonderland Project
2. Project Description
  - General (Project Scope):  
*The City of Riviera Beach Civil Drug Court Sponsors an annual event; Winter Wonderland Toy Give-A-Way which provides toys to the general public. (The event)*
  - Public Purpose:  
*Needy kids can participate in this event and receive toys.*
  - Location:  
*Dan Calloway Recreation Center, 1420 W. 10th Street, Riviera Beach, FL 33404.*
  - Anticipated Number of Participants/Users:
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 included but are not limited to refreshment stations (i.e. popcorn wagon, snowcone maker, cotton candy machine), hamburger, hotdogs, soft drinks, backdrops, decorations, and other items. Additional toys that were needed that weren't provided by Toys For Tots Program.*
4. Estimated Lump Sum Total for Project: \$ 2,500.00
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). 10/01/2008 to 03/31/2009

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 X

Amount of Recreation Assistance Program Funding awarded \$ 2,500  
District 7  
(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	
			Number	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Invoice		Amount	Expense Description
Number	Date		
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/YYYY)  
01/08/09

**PRODUCER** 1-305-592-6080  
Arthur J. Gallagher Risk Management Services, Inc.  
8200 N.W. 41st Street  
Suite 200  
Miami, FL 33166

**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**  
City of Riviera Beach  
600 W. Blue Heron Boulevard  
Riviera Beach, FL 33404

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNDERWRITERS AT LLOYDS	32727
INSURER B: MIDWEST EMPLOYERS CAS CO	23612
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 INSRD	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	J086238	10/01/08	10/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	J086238	10/01/08	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ZWC005191	10/01/08	10/01/09	WC STATUTORY LIMITS <input checked="" 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 ENDORSEMENT / SPECIAL PROVISIONS**  
 GL Limits: \$1,000,000 per occurrence inclusive of \$100,000 SIR  
 AL Limits: \$1,000,000 per occurrence inclusive of \$100,000 SIR  
 WC Limits: Statutory excess of \$500,000 SIR / EL Limit: \$1,000,000 excess of \$500,000 SIR  
 City Relies on FS768.28

RE: All Operations of City of Riviera Beach

## CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners  
 301 North Olive Avenue, 10th Floor  
 West Palm Beach, FL 33401  
 USA

## 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

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.