

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 21, 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: two (2) fully-executed original Agreements for Recreation Assistance Program (RAP) funding as follows:

- A) Agreement with Delta Heritage Foundation, Inc. for the period June 18, 2009, through August 31, 2009, in an amount not-to-exceed \$6,500 for the 2009 Delta GEMS College Tour; and
- B) Agreement with United Sports and Social Club, Inc. for the period June 18, 2009, through December 2, 2009, in an amount not-to-exceed \$5,000 for the 8th Annual Jamaica Independence Celebration in the Park event.

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 Funds. 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 two 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: Two fully executed Agreements

Recommended by: _____

Department Director

Date

Approved by: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>11,500</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>11,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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

A)	Contributions-Non-Govts Agncs	3600-583-R917-036-8201	\$6,500
B)	Contributions-Non-Govts Agncs	3600-583-R917-037-8201	\$5,000
	Total		<u>\$11,500</u>

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

OFMB *7/1/09* *7/1/09* *07/02/09* *CN 7/1/09*

Contract Development and Control
E. Jones 7/8/09

B. Legal Sufficiency:

Anne Helzlsouer 7/10/09
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND DELTA HERITAGE
FOUNDATION INC. FOR THE DELTA GEMS COLLEGE TOUR 2009**

THIS AGREEMENT is made and entered into on June 18, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Delta Heritage Foundation, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Heritage Foundation".

WITNESSETH:

WHEREAS, Heritage Foundation is a not-for-profit organization which sponsors the Growing and Empowering Myself Successfully (GEMS) program whose mission is to provide tools for young women that will enable them to achieve academic success, set achievable goals as they prepare for their future, and create compassionate, caring, community minded high school aged youth; and

WHEREAS, Heritage Foundation provides an annual college tour which includes historically black colleges and universities and participation in cultural programs; and

WHEREAS, forty four (44) students participated in the 2009 College Tour held from March 30, through April 3, 2009; and

WHEREAS, the cost of the 2009 College Tour was approximately \$13,117 for charter bus transportation, lodging, hotel expenses, drawstring bags for supplies, and other miscellaneous expenses related to the trip; and

WHEREAS, Heritage Foundation has requested that County provide \$6,500 to help offset the cost for the 2009 College Tour; and

WHEREAS, funding to help offset the 2009 College Tour costs in an amount not-to-exceed \$6,500 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, educational and cultural 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 \$6,500 to Heritage Foundation to help offset costs for the 2009 College Tour for charter bus transportation, lodging, hotel expenses, drawstring bags for supplies, and other miscellaneous expenses related to the trip, 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 Heritage Foundation 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 Heritage Foundation. Said information shall list each invoice paid by Heritage Foundation and shall include the vendor invoice number; invoice date; and the amount paid by Heritage Foundation along with the number and date of the respective check or proof of payment for said payment. Heritage Foundation shall attach a copy of each vendor invoice paid by Heritage Foundation 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, Heritage Foundation's Program Administrator and Project Financial Officer shall certify the total funds spent by Heritage Foundation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Heritage Foundation and approved by Heritage Foundation as indicated.

3. Heritage Foundation incurred expenses for the Project beginning on February 1, 2009, 2008. Those costs incurred by Heritage Foundation for the Project, approved and submitted accordingly by Heritage Foundation subsequent to February 1, 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 Heritage Foundation 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. Heritage Foundation warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

8. The term of this Agreement shall be until August 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Heritage Foundation is in default of its obligations

under this Agreement, the County shall provide Heritage Foundation thirty (30) days written notice to cure the default. In the event Heritage Foundation 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 Heritage Foundation for the Project deemed to be in default and Heritage Foundation shall return any County RAP funds already collected by Heritage Foundation 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. Heritage Foundation shall complete the Project by May 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 1, 2009, through May 31, 2009. Heritage Foundation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Heritage Foundation may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Heritage Foundation's request for said extension.

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

13. Heritage Foundation 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 Heritage Foundation. 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 Heritage Foundation 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, Heritage Foundation 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 Heritage Foundation, 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 Heritage Foundation is eligible to receive reimbursement from the County.

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

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

Automobile. Should Heritage Foundation 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 Heritage Foundation and Palm Beach County as Additional Insured.

Worker's Compensation Insurance & Employer's Liability. Heritage Foundation shall

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

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

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

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

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

19. The County and Heritage Foundation 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, Heritage Foundation 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 Heritage Foundation:

President
Delta Heritage Foundation, Inc.
P.O. Box 2212
West Palm Beach, FL 33402

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.

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: Jusana W. Yinger
By: Deonica Kinnett
~~Deputy Clerk~~

WITNESSES:

[Signature]
Loretta Yakovlev

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Delmont
County Attorney

ON BEHALF OF

PALM BEACH COUNTY, FLORIDA, [↑]BY ITS BOARD OF COUNTY COMMISSIONERS

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

DELTA HERITAGE FOUNDATION, INC.
FEI Number: 65-0727124

By: Allison D. Smith
Name (Type or Print)
Title Treasurer
[Signature]
Signature

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 Agency: Delta Heritage Foundation, Inc.
Mailing Address: P.O. Box 2212, West Palm Beach, FL 33402
Federal Employer Identification Number:
Name of President: *ELIZABETH TAYLOR*
Name of Executive Director:
Project Liaison Information:
Name: *DAWN WYNN*
Telephone #: *561-355-3628*
Fax #:
e-mail: *DSWYNN@HOTMAIL.COM*

Purpose/Mission of Agency: *Community improvement including sponsorship of the Growing and Empowering Myself Successfully (GEMS) program whose mission is to provide tools for young women that will enable them to achieve academic success, set achievable goals as they prepare for their future, and create compassionate, caring, community-minded high school age youth.*

PROJECT INFORMATION

1. Name of Project: *Delta GEMS College Tour 2009*
2. Project Description
 - General (Project Scope): *To expose young ladies to HBCU's and Colleges thereby enabling them to set goals for their future.*
 - Public Purpose: *To provide an event to build competent and self-assured young ladies*
 - Location and Date: *See attached itinerary*
 - Anticipated Number of Participants/Users: *44 (see attached list)*
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.
Charter bus - VIP Bus Tours
Drawing bags
Quality Inn Hotel - Tallahassee, FL
4. Estimated Lump Sum Total for Project: *\$13,117*
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): *Feb 1, 2009 to May 31, 2009*

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after this 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 ☒

Amount of Recreation Assistance Program Funding awarded

\$ 6,500
District 7
(filled in by County)

Form available online by request. Contact Susan Yinger at svyinger@cbccgov.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)	_____	_____
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

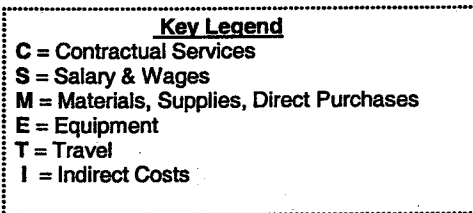


EXHIBIT B

Date _____

Project Name: _____

Contract Reimbursement Period: _____

[illegible]

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 _____

Date _____



24 Mrs. Meeks
CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/9/2009

PRODUCER GLENN'S INSURANCE AGENCY INC. 3086 Jog Road Lake Worth, FL 33467-2053 (561) 432-5984		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 DELTA HERITAGE FOUNDATION P.O BOX 2212 WEST PALM BEACH, FL 33402 561-596-6042		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A TRAVELERS INSURANCE	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

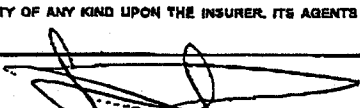
COVERAGES

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	VOE78045	03/14/08	04/14/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/>	CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>	EVENT INS.				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COM/OP AGG				\$ 2,000,000	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANYAUTO	BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)				\$	
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
<input type="checkbox"/> HIRED AUTOS							
<input type="checkbox"/> NON-OWNED AUTOS							
GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	\$
<input type="checkbox"/> ANYAUTO						OTHER THAN AUTO ONLY: EA ACC	\$
EXCESS / UMBRELLA LIABILITY						AGG	\$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE						EACH OCCURRENCE	\$
<input type="checkbox"/> DEDUCTIBLE						AGGREGATE	\$
<input type="checkbox"/> RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$
If yes, describe under SPECIAL PROVISIONS below		<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE	\$
OTHER						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents" 301 North Olive Ave. West Palm Beach, FL 33401

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners a political subdivision of the State of Florida, its Officers, Employees, and Agents" 301 North Olive Ave. West Palm Beach, FL 33401 ADDITIONAL INSURED LISTED ABOVE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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 

ACORD 26(2009/01)

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AGREEMENT BETWEEN PALM BEACH COUNTY AND UNITED SPORTS AND SOCIAL CLUB, INC. FOR THE 2009 CELEBRATION IN THE PARK EVENT

THIS AGREEMENT is made and entered into on June 18, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and United Sports and Social Club, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Sports and Social Club".

WITNESSETH:

WHEREAS, Sports and Social Club is a not-for-profit organization whose purpose is to promote cultural diversity in the community while enjoying sporting activities and showcasing the talents of youth; and

WHEREAS, Sports and Social Club plans to host the 8th Annual Jamaica Independence Celebration in the Park festival (the Event) on August 2, 2009 at the Cruzan Amphitheater at the South Florida Fairgrounds; and

WHEREAS, it is anticipated that approximately 6,000 people will participate in the Event; and

WHEREAS, the Event is anticipated to cost approximately \$66,000 for artists and amenities, advertisement, Cruzan Amphitheater rental costs, light and sound, and other miscellaneous expenses related with the Event; and

WHEREAS, Sports and Social Club has requested that County provide \$5,000 to help offset costs for the Event; and

WHEREAS, County desires to provide funding to Sports and Social Club for the Event; and

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

WHEREAS, events geared at promoting a sense of community 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 Sports and Social Club for the Event to help offset costs for artists and amenities, advertisement, Cruzan Amphitheater rental costs, light and sound, and other miscellaneous expenses related with 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 Sports and Social Club 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 Sports and Social Club. Said information shall list each invoice paid by Sports and Social Club and shall include the vendor invoice number; invoice date; and the amount paid by Sports and Social Club along with the number and date of the respective check and/or proof of payment for said payment. Sports and Social Club shall attach a copy of each vendor invoice paid by Sports and Social Club along with a copy of the respective check and/or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Sports and Social Club's Program Administrator and Project Financial Officer shall certify the total funds spent by Sports and Social Club on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Sports and Social Club and approved by Sports and Social Club as indicated.

3. Sports and Social Club incurred expenses for the Project beginning on June 1, 2009. Those costs incurred by Sports and Social Club for the Project, approved and submitted accordingly by Sports and Social Club subsequent to June 1, 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 Sports and Social Club 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. Sports and Social Club warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Sports and Social Club 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 race, color, religion, disability, sex, age, national origin, residence, ancestry, marital status, sexual orientation, gender identity, or expression.

7. Sports and Social Club 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 2, 2009, commencing upon the date of execution of the Agreement by the parties hereto.

9. The parties agree that, in the event Sports and Social Club is in default of its obligations under this Agreement, the County shall provide Sports and Social Club thirty (30) days written notice

to cure the default. In the event Sports and Social Club 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 Sports and Social Club for the Project deemed to be in default and Sports and Social Club shall return any County RAP funds already collected by Sports and Social Club 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. Sports and Social Club shall complete the Project by September 2, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2009, through September 2, 2009. Sports and Social Club 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 2, 2009. Upon written notification to County at least ninety (90) days prior to that date Sports and Social Club may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Sports and Social Club's request for said extension.

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

13. Sports and Social Club 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 Sports and Social Club. 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 Sports and Social Club 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, Sports and Social Club 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 Sports and Social Club, 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 Sports and Social Club is eligible to receive reimbursement from the County.

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

Commercial General Liability. Sports and Social Club 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. Sports and Social Club shall provide this coverage on a primary basis.

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

Additional Insured. Sports and Social Club 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 APalm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.e Sports and Social Club shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Sports and Social Club 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 Sports and Social Club 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 Sports and Social Club enter into such an agreement on a pre-loss basis.

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

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

19. The County and Sports and Social Club 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, Sports and Social Club 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 Sports and Social Club:

Executive Director
United Sports and Social Club, Inc.
3420 45th Street #9
West Palm Beach, FL 33407

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: WITNESS

SHARON R. BOCK, Clerk &

Comptroller

By: Susan W. Yinger

By: Veronica Kinnitt
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, ON BEHALF
OF ITS BOARD OF COUNTY COMMISSIONERS**

By: [Signature]
Robert Weisman, County Administrator

WITNESSES:

Susan W. Yinger

Veronica Kinnitt

**UNITED SPORTS AND SOCIAL CLUB, INC.
E.I.N.: 65-0834052**

By: HOWARD DUNCANSON
Name (Type or Print)

Title: PRESIDENT

By: [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 of Agency: United Sports and Social Club, Inc.
Mailing Address: **3420 45th Street, #9, West Palm Beach, FL 33407**
Federal Employer Identification Number: 650834052
Name of President: Howard Duncanson
Name of Executive Director:
Project Liaison Information:
 Name: Howard Duncanson, Committee Chairperson
 Telephone #: 561-685-0061
 Fax #: 772-807-9962
 e-mail: iriehd@aol.com

Purpose/Mission of Agency: **Promote Cultural Diversity in the Community while enjoying sporting activities and showcasing the talents of the youths.**

PROJECT INFORMATION

1. Name of Project: **8th Annual Independence Celebration in the Park**
2. Project Description
 - General (Project Scope): **Festival in the Park showcasing the talents of the Kids, Local Artists and also International Artists. Event will start at 1pm. Concert started at 7 pm with local and international acts. The event includes numerous sponsors and vendors showcasing their products and services. Event also included elected officials from Palm Beach County**
 - Public Purpose: **Showcasing the culture while adding to the local economy with Hotel room occupancies, local vendors and local businesses earning income from the event. Inflow also into the local economy with visitors travelling from other counties and other countries for the event**
 - Location and Date: **Cruzan Amphitheater at South Florida Fairgrounds on August 2, 2009**
 - Anticipated Number of Participants/Users: **6,000**
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.

Artists and Amenities
 Advertisement
 Cruzan Rental
 Light & Sound
 Misc
4. Estimated Lump Sum Total for Project: **\$ 66,000.00**_____
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). **June 01, 2009 to September 02, 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 of Insurance _____

Amount of Recreation Assistance Program Funding awarded

\$ 5,000_____
District **7**



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 \$ _____

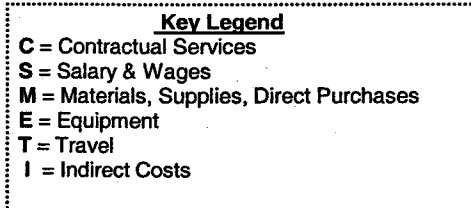
Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date

**EXHIBIT B**

Contract Reimbursement Period: _____

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.

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 _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

6/18/2009

PRODUCER

Capricorn Coverage, Inc.
5180 W. Atlantic Ave., Ste. 121
Delray Beach, Florida 33484
561-499-3922

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

United Sports And Social Club, Inc

3420 45TH STREET, BAY 9
West Palm Beach, FL 33407

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Burlington Insurance Co.

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	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	503B011263	7/27/2008	7/27/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GENL AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMPI/OP AGG \$ INCLUDED
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

* CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY.

CERTIFICATE HOLDER

PALM BEACH COUNTY
2700 6TH AVENUE S
LAKE WORTH, FL 33461
ATTN: VERONICA
FAX: 561-242-7060

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

Joseph A. Verrucchio



UNITED SPORTS AND SOCIAL CLUB, INC.

"A NON-PROFIT ORGANIZATION"

Tax ID# 65-0834052

President
Earl Simpson
(561) 767-7188

Vice President
Ronald West
(561) 502-3122

Secretary
Audrey Adams
(561) 503-6953

Treasurer
Howard Duncanson
(561) 685-0061

Assistant Secretary
Jean Assroupe
(561) 313-1989

Directors
Jean Pryce
(561) 312-5972

Calvin Powell
(561) 667-0768

Carl Brown
(561) 541-5647

Courtney Titus
(561) 601-479

Robert Buckley
(561) 352-0209

Lloyd Smith
(561) 541-1185

May 11, 2009

Ms. Susan Yinger
Contract Coordinator
Palm Beach County
2700 6th Ave South
Lake Worth, FL 33461

Dear Ms. Yinger,

Re: Jamaican Independence Celebration in the Park

This is to inform you that United Sports and Social Club, Inc. does not carry Workman's Compensation Insurance.

United Sports and Social Club is a non profit organization and all work for the organization is done voluntarily. At this time we have no one in our employment and no officer or director of the organization is paid a salary or any compensation.

If you should have any further questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to be "H. Duncanson", is written over the typed name and title.

Howard Duncanson
Independence Committee

3420 45th Street, Unit 7, WEST PALM BEACH, FLORIDA 33407
WWW.UNITEDSPORTSCLUB.ORG Tel# (561)478-4454