## Agenda Item #3.M.7.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

| Meeting Date: July 21, 2009   | [X] Consent [ ] Ordinance  | [] Regular<br>[] Public Hearing   |  |  |  |  |
|---|--|---|--|--|--|--|
| Department: Parks and Recreation  |  |   |  |  |  |  |
| Submitted By: Parks and Recreation Departm  | <u>nent</u>  |   |  |  |  |  |
| Submitted For: Parks and Recreation Departm   | nent   |   |  |  |  |  |
| I. EXECUT   | IVE BRIEF  |   |  |  |  |  |
| Motion and Title: Staff recommends motion to Jewish Community Center, Inc. for the period Juamount not-to-exceed \$20,000 for funding of Cam  | uly 21, 2009, through  |   |  |  |  |  |
| <b>Summary:</b> This funding is to assist with operational expenses for Camp Kavod 2009. This special needs summer camp serves approximately 55 children and youth. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to June 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. <u>District 5</u> (AH)  |  |   |  |  |  |  |
| Background and Justification: Adolph and Ruth profit organization that serves over 40,000 people program offerings such as early learning centers, arts offerings, an Alzheimer's and adult day care of summer camp. The non-denominational Camp Kawith special needs, with all activities coordinated certified exceptional education teachers, paraprofe field trips, sporting events, horse back riding, you and crafts. | e in the south Palm Be<br>youth and adult classe<br>enter, special needs pr<br>avod summer camp pro<br>by the Special Needs<br>essionals, and voluntee | each area annually through s, sports programs, cultural ograms, a thrift shop, and a gram is offered for students Director and supervised by ers. Camp activities include |  |  |  |  |
| The total cost of Camp Kavod is \$164,150 miscellaneous expenses. The \$20,000 from Distripute operational costs. The Agreement has been executed Community Center, Inc., and now needs to be applicable.   | ict 5 RAP funding will houted on behalf of Ado   | elp offset a portion of these<br>lph and Rose Levis Jewish  |  |  |  |  |
| Attachment: Agreement   |  |   |  |  |  |  |

ant County Administrator

Date

Recommended by:

Approved by:

|  | II. FIS                            | CAL IMPACT               | <u>ANALYSIS</u>          |   |                          |  |  |  |  |
|--|------------------------------------|--------------------------|--------------------------|---|--------------------------|--|--|--|--|
| A. Five Year Summary of  | f Fiscal Impa                      | act:                     |                          |   |                          |  |  |  |  |
| Fiscal Years   | 2009                               | 2010                     | 2011                     | 2012  | 2013                     |  |  |  |  |
| Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)                | 20,000<br>-0-<br>-0-<br>-0-<br>-0- | -0-<br>-0-<br>-0-<br>-0- | -0-<br>-0-<br>-0-<br>-0- | -0-<br>-0-<br>-0-<br>-0-                      | -0-<br>-0-<br>-0-<br>-0- |  |  |  |  |
| NET FISCAL IMPACT  | 20,000                             | 0                        | 0                        | 0   | 0                        |  |  |  |  |
| # ADDITIONAL FTE POSITIONS (Cumulative)  | 0                                  |                          |                          | ·   |                          |  |  |  |  |
| Is Item Included in Currer<br>Budget Account No.:  |                                    | Departmen                |                          | R905  |                          |  |  |  |  |
| B. Recommended Sources of Funds/Summary of Fiscal Impact:  FUND: Park Improvement Fund/Recreation Assistance Program |                                    |                          |                          |   |                          |  |  |  |  |
| UNIT: RAP/District 5  Contributions Non Couts Agencies 3600 583 P005 004 8201 \$20 000                               |                                    |                          |                          |   |                          |  |  |  |  |
| Contributions-Non-Govts Agencies 3600-583-R905-094-8201 \$20,000   |                                    |                          |                          |   |                          |  |  |  |  |
| C. Departmental Fiscal I   | Review:                            | ckopel                   | akus                     |   |                          |  |  |  |  |
| III. REVIEW COMMENTS   |                                    |                          |                          |   |                          |  |  |  |  |
| A. OFMB Fiscal and/or C  | ontract Dev                        | elopment and             | d Control Com            | nments:                                       |                          |  |  |  |  |
| OFMB TIMOS 07  | 18/09 CN 11/1                      | <br>9                    | Contract Deve            | Junil Jopment and Go                          | 7/10/09                  |  |  |  |  |
| B. Legal Sufficiency:  |                                    |                          |                          | tract complies with or<br>eview requirements. |                          |  |  |  |  |
| Assistant County Attorn  | ୍ର                                 | <del>-</del>             |                          |   |                          |  |  |  |  |
| C. Other Department Re   | view:                              |                          |                          |   |                          |  |  |  |  |

REVISED 10/95 ADM FORM 01

Department Director

# AGREEMENT BETWEEN PALM BEACH COUNTY AND ADOLPH AND ROSE LEVIS JEWISH COMMUNITY CENTER, INC. FOR FUNDING OF CAMP KAVOD 2009

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Adolph and Rose Levis Jewish Community Center, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Community Center".

#### WITNESSETH:

WHEREAS, Community Center serves over 40,000 participants in the south Palm Beach area annually through program offerings such as early learning centers, youth and adult classes, sports programs, cultural arts offerings, an Alzheimer's and adult day care center, special needs programs, a thrift shop, and the Community Center summer camp; and

WHEREAS, Community Center offers the Camp Kavod summer camp program (Program), a non-denominational summer camp program for students with special needs, which operates within the structure of the regular Community Center summer camp program; and

WHEREAS, the 2009 Camp Kavod program will serve approximately fifty five (55) special needs children, with all activities coordinated by the Special Needs Director and supervised by a compassionate staff of certified exceptional education teachers, paraprofessionals and volunteers; and

WHEREAS, Camp Kavod activities include field trips, sporting events, horse back riding, yoga, instructional swimming, music, dance and arts and crafts; and

WHEREAS, the total budget for the Camp Kavod program is \$164,150 for personnel costs, transportation, and other miscellaneous expenses related to the Program; and

WHEREAS, Community Center has requested that County provide \$20,000 to help offset expenses for the Program; and

WHEREAS, funding for the Program in an amount not-to-exceed \$20,000 is available from the Recreation Assistance Program (RAP) District 5; and

WHEREAS, recreational and socialization programs for special needs children 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 \$20,000 to Community Center for Program expenses to include personnel costs, transportation, and other miscellaneous expenses related to the Program, 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 Community Center on a reimbursement basis within forty-five (45) days of receipt of the following information:
- a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Community Center. Said information shall list each invoice paid by Community Center and shall include the vendor invoice number; invoice date; and the amount paid by Community Center along with the number and date of the respective check or proof of payment for said payment. Community Center shall attach a copy of each vendor invoice paid by Community Center along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Community Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Community Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Community Center and approved by Community Center as indicated.
- 3. Community Center will incur expenses for the Project beginning on June 1, 2009. Those costs incurred by Community Center for the Project, approved and submitted accordingly by Community Center 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 Community Center may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.
- 5. Community Center warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Community Center agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity, or expression.
- 7. Community Center shall be responsible for the operation and maintenance of the Project, including all associated costs.

- 8. The term of this Agreement shall be until December 30, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Community Center is in default of its obligations under this Agreement, the County shall provide Community Center thirty (30) days written notice to cure the default. In the event Community Center fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Community Center for the Project deemed to be in default and Community Center shall return any County RAP funds already collected by Community Center for that Project.
- 10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.
- 11. Community Center 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 1, 2009, through September 30, 2009. Community Center shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Community Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Community Center's request for said extension.
- 12. In the event Community Center ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Community Center. The determination that Community Center has ceased or suspended the Project shall be made by County and Community Center agrees to be bound by County's determination.
- 13. Community Center agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Community Center. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Community Center is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Community Center shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Community Center, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which Community Center is eligible to receive reimbursement from the County.

16. Community Center shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Community Center 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 Community Center are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Community Center under this Agreement.

Commercial General Liability. Community Center shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Community Center shall provide this coverage on a primary basis.

Automobile. Community Center shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the

ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Community Center or by anyone employed by or contracting with Community Center. Should Community Center use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Community Center and Palm Beach County as Additional Insured.

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

Additional Insured. Community Center shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Community Center shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Community Center hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Community Center shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Community Center enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Community Center shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum 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, Community Center shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. Community Center shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Community Center, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and Community Center may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
- 20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.
- 21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Community Center certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.
- 22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
- 23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Community Center:

Executive Director Adolph and Rose Levis Jewish Community Center, Inc. 9801 Donna Klein Boulevard Boca Raton, Fl 33428

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:<br>SHARON R. BOCK, Clerk &<br>Comptroller | PALM BEACH COUNTY, FLORIDA, BY ITS<br>BOARD OF COUNTY COMMISSIONERS  |
|---|--|
| By: Deputy Clerk                                  | By:<br>Commissioner John F. Koons, Chairman  |
| Jam & Delany                                      | ADOLPH AND ROSE LEVIS JEWISH COMMUNITY CENTER, INC. FEI #: 65-1127438  By: Lever Scence  Name (Type or Print) Title: Scence  By: Signature |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:    | By:  |
| County Attorney                                   | Parks and Recreation Department  |

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

Name of Agency: Adolph and Rose Levis Jewish Community Center, Inc. Mailing Address: 9801 Donna Klein Boulevard, Boca Raton, FL 33428

Federal Employer Identification Number: 65-1127438

Name of President: Thomas Kaplan

Name of Executive Director: Marty Schneer

Project Liaison Information:
Name: Cindy Bergman
Telephone #: 561-852-3253

Fax #: 561-852-6025 e-mail: cindyb@levisjcc.org

Purpose/Mission of Agency: To strengthen Jewish continuity by offering compelling opportunities for educational, cultural and social enrichment

#### **PROJECT INFORMATION**

- 1. Name of Project: Camp Kavod 2009
- 2. Project Description
  - General (Project Scope): Children and teens with special needs, from grades K-12, are enriched by a fun-filled summer camp experience with a very low camper to staff ratio. Our highly qualified, trained staff nurtures campers ensuring they enjoy a variety of typical camp activities while providing a unique and successful summer. Each camper participates in a variety of recreational activities designed to enhance social, motor, language and other life skills that promotes greater independence.
  - Public Purpose: Camp Kavod is offered to children with Special Needs residing in Palm Beach County who could benefit from this high-quality camp experience regardless of income level, religion or ethnicity.
  - Location and Date: The Adolph & Rose Levis Jewish Community Center Campus, 9801 Donna Klein Blvd., Boca Raton, FL 33428, June 8, 2009 – July 31, 2009
  - Anticipated Number of Participants/Users: 55+ Campers
- 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.

  Personnel Costs, Transportation and Miscellaneous Expenses
- 4. Estimated Lump Sum Total for Project: \$164,150.00
- 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 1, 2009 to September 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 of Insurance | _X |

Amount of Recreation Assistance Program Funding awarded

\$ 20,000 District 5 (filled in by County)

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



# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

### **CONTRACT PAYMENT REQUEST**

Date

| ·····      | Project Name:                               |   | · · · · · · · · · · · · · · · · · · ·   |
|------------|---|---|---|
|            | Reimbursement Period:                       |   |   |
| Key_       | Project Costs<br>This Submission            | Cumulative<br>Project Costs   | · .   |
| (C)        | <del></del>                                 | <del></del>   | -   |
| (S)        | · .   |   | •<br>•  |
| (M)        | -   |   | •   |
| (E)        | ·   |   | ·   |
| (Т)        |   |   | •   |
| (1)        |   |   | •   |
| S          |   |   |   |
| Purchases  |   |   |   |
| ed as<br>s | been maintained as requi                    | ired to support the projec  | t   |
|            | Financial Officer                           | Date  |   |
|            | PBC USE ONLY                                |   | · · · · · · · · · · · · · · · · · · ·   |
|            | \$  | · · · · · · · · · · · · · · · · · · ·   |   |
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| sed        | \$  |   |   |
|            | \$  | · · · · · · · · · · · · · · · · · · ·   |   |
| PBC Pr     | oject Administrator                         | Date  | ·   |
| Departn    | nent Director                               | Date  |   |
|            | (C) (S) (M) (E) (T) (I) S Purchases ed as s | Project Costs This Submission  (C) (S) (M) (E) (I) (I)  S  Certification: I hereby ce been maintained as requexpenses reported above request.  Financial Officer  PBC USE ONLY  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | Project Costs This Submission  CC  (S)  (M)  (E)  (T)  (I)  S  Purchases  Certification: I hereby certify that the documentative personal part of support the project expenses reported above and is available for audirequest.  Financial Officer  Date  PBC USE ONLY  \$ \$ \$ \$ \$ \$ \$ Seed  \$ \$ \$ PBC Project Administrator  Date |



G:\SYINGER\FORMS\3 Pg - Exhibit B.xls

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:   |               |                                       |          | – Pr  | oject Name:                                      |   |  |          |
|--|---------------|---------------------------------------|----------|---|--|---|--|----------|
| Submittal #:   |               |                                       |          | . Co  | ontract Reimburseme                              | nt Period:  |  |          |
|  |               |                                       |          | -   |  |   |  |          |
|  |               | Check or \                            |          |   | voice  |   |  |          |
| yee (Vendor/Contractor)  | Key           | Number                                | Date     | Number  | Date   | Amount  | Expense Description  |          |
|  | <del></del> - |                                       |          | · · · · · · · · · · · · · · · · · · ·         | -  |   |  |          |
|  | <u> </u>      |                                       |          |   | <u> </u>   |   |  |          |
|  |               | -                                     | <u> </u> | ***************************************       |  |   | ·  |          |
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|  |               |                                       |          |   |  |   |  |          |
|  |               |                                       |          |   |  |   |  |          |
|  |               |                                       |          |   | TOTAL \$   |   |  |          |
|  |               |                                       |          |   | •  |   | •  |          |
| tification: I hereby certify that the pur omplishing this project. | chases n      | oted above were                       | used in  | Certification: I he documentation he request. | ereby certify that bid to<br>ave been maintained | abulations, executed co<br>as required to support t | ntract, cancelled checks, and other purchasing<br>he costs reported above and are available for au | ıdit u   |
|  |               |                                       |          |   |  |   |  |          |

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| A            | C          | Ol           | RD, CERTIFIC  | CATE OF LIABIL  |  |   |  | DATE (MM/DD/YYYY)<br>3/12/2009                                     |
|--------------|------------|--------------|---|---|--|---|--|--|
| P.O          | rli<br>. E | ing<br>Sox   | Phone: 516-487-0300<br>& Sterling, Inc.<br>9017<br>NY 11797 | Fax: 516-487-0372   | ONLY AN  | D CONFERS N   | UED AS A MATTER<br>O RIGHTS UPON T<br>ATE DOES NOT AM<br>AFFORDED BY THE                                       | HE CERTIFICATE<br>END. EXTEND OR                                   |
| WOO          |            | TT Y         | MI IIII   |   | INSURERS A   | AFFORDING COV   | ERAGE  | NAIC#  |
| NSUR         |            |              |   |   | INSURERA: Z11  | rich North  | America  |  |
|              |            |              | Rose Levis Jewish   | <b>L</b>  | INSURER 8: Ma  | rkel Americ   | an Ins. Co.  |  |
|              |            |              | y Center, Inc.<br>nna Klein Blvd                            |   | INSURER C:   |   |  |  |
|              |            |              | on FL 33428   |   | INSURER D:   |   |  |  |
| COV          |            |              |   |   | INSURER E:   |   |  |  |
| WTO          | ITH:       | STAL         | DING ANY REQUIREMENT,                                       | BELOW HAVE BEEN ISSUED TO<br>TERM OR CONDITION OF ANY<br>PERTAIN, THE INSURANCE AN<br>OF SUCH POLICIES. AGGREGA | CONTRACT OR C<br>FFORDED BY THE<br>ATE LIMITS SHO                  | THER DOCUMENT<br>POLICIES DESC<br>WN MAY HAVE BI                                    | WITH RESPECT TO W<br>PRIBED HEREIN IS S<br>SEN REDUCED BY PAI  | HICH THIS<br>UBJECT TO ALL THE                                     |
| NSR 4        | DOL        |              | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YY)                                | POLICY EXPIRATION<br>DATE (MM/DD/YY)  | LIA  | итѕ  |
| A.           | 43KU       |              | IERAL LIABILITY   | GL03793662  | 5/28/2008  | 5/28/2009   | EACH OCCURRENCE  | \$1,000,000  |
| •            |            | y            | COMMERCIAL GENERAL LIABILITY                                |   | -,==,====  |   | DAMAGE TO RENTED<br>PREMISES (Ea occurence)  | \$1,000,000  |
| l            |            | <u> </u>     | CLAIMS MADE X OCCUR   |   |  |   | MED EXP (Any one person)   | \$5,000  |
| - 1          |            |              |   |   |  |   | PERSONAL & ADV INJURY  | \$1,000,000  |
|              |            |              |   |   |  |   | GENERAL AGGREGATE  | \$2,000,000  |
|              |            | GEN          | LOC   |   |  |   | PRODUCTS - COMPIOP AGO   | \$ 2,000,000   |
|              |            | AUT          | POLICY JECT LOC   |   |  |   | COMBINED SINGLE LIMIT  | s  |
| Ì            |            | _            | ANY AUTO  |   | :  |   | (Ea accident)  BODILY INJURY   |  |
|              |            |              | SCHEDULED AUTOS   |   | :  |   | (Perperson)  | 5  |
| 1            |            |              | HIRED AUTOS   |   | :  | 1   | BODILY INJURY  |  |
| J            |            | _            | NON-OWNED AUTOS   |   |  | 1   | (Per accident)   | S  |
|              |            |              | NOW-OWNED AD 100  |   |  |   | PROPERTY DAMAGE  | s  |
|              |            |              | -   |   |  |   | (Per accident)   |  |
|              |            | GA           | RAGELIABILITY   |   | ·  | <u> </u>  | AUTO ONLY - EA ACCIDENT  | <u> </u>   |
| .            |            |              | ANY AUTO  |   |  |   | OTHER THAN EA AC   | c s<br>g s   |
|              |            |              |   |   | - /- /   | 2/2/2000  | EACH OCCURRENCE  | \$10,000,000   |
| В            |            |              | ESS/UMBRELLA LIABILITY                                      | CUNJ234008  | 7/1/2008   | 7/1/2009  | AGGREGATE  | \$10,000,000   |
|              |            | X            | OCCUR CLAIMS MADE   |   |  |   | AGGREGATE  | 5  |
| 1            |            | <del> </del> | 1   | Ì   |  |   |  | s  |
| 1            |            |              | DEDUCTIBLE  |   |  |   |  | s  |
|              | <u> </u>   | X.           | RETENTION \$10.000  | <del> </del>  |  | -   | WC STATU- OT TORY LIMITS E   | H-1  |
| I            |            |              | s compensation and<br>RS' Liability                         |   |  | 1   | F  | 3   s  |
|              | ANY        | PROP         | PRIETOR/PARTNER/EXECUTIVE                                   |   |  |   | E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOY   |  |
|              | lf ves     | s. dos       | tribe under   |   | ľ  |   | •  |  |
|              | SPE        |              | PROVISIONS below  |   |  | <u> </u>  | EL DISEASE - POLICY LIMI   | T   5  |
| ,            | UIA        | £K           |   | •   |  | ·   |  |  |
|              |            |              |   |   | <u> </u>   | ]   |  |  |
|              |            |              |   | LES / EXCLUSIONS ADDED BY ENDORSEM  |  |   |  | libri maliare na ib  |
| ralm<br>rela | Be:<br>tes | ach<br>to    | County Board of Commis                                      | ssioners are included as a  | Additional Ins   | ured on the al  | oove Geberal Flabi   | rrea borrea as 10  |
|              |            |              | · · · · · · · · · · · · · · · · · · ·                       |   |  |   |  |  |
|              |            |              |   |   |  |   |  |  |
|              |            |              |   |   | •  |   |  |  |
| CER          | TIF        | ICA'         | TE HOLDER   |   | CANCELLA   | TION  |  | <del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>                   |
|              |            |              | ,   | pard of Commissioners<br>th   | SHOULD ANY<br>BEFORE THE<br>WILL ENDEA<br>CERTIFICAT<br>SHALL IMPO | OF THE ABOVE<br>EXPIRATION DA<br>VOR TO MAIL 30<br>E HOLDER NAMED<br>SE NO OBLIGATI | DESCRIBED POLICIES TE THEREOF, THE IS DAYS WRITTEN NOT: TO THE LEFT, BUT ON OR LIABILITY OF OR REPRESENTATIVES | SSUING INSURER<br>ICE TO THE<br>FAILURE TO DO SO<br>FANY KIND UPON |
|              |            |              |   |   | AUTHORIZED RE  | PRESENTATIVE  | 000  |  |
|              |            |              |   |   | <u> </u>   | X   | yu -   |  |
| ACC          | жD         | 25 (         | 2001/08)  |   |  |   | © ACORD CO   | DRPORATION 1988  |

### **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.

ACORD 25 (2001/08)