

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 21, 2008

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Palm Beach County PAL, Incorporated for the period July 21, 2009, through October 30, 2009, in an amount not-to-exceed \$1,000 for funding of the First Tee of the Glades golfing program.

Summary: This funding is to help offset costs paid by Palm Beach County PAL, Incorporated for the First Tee of the Glades golfing program. The program serves approximately 30 at-risk youth. The Agreement allows for reimbursement of eligible expenses incurred subsequent to June 4, 2009. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)


Background and Justification: Palm Beach County PAL, Incorporated is a not-for-profit organization whose mission is to provide free and structured recreational and educational activities for children, youth, and their families, while introducing law enforcement in a positive light to help ensure strong positive attitudes and relationships. Its goal is to develop good citizenship and maturity in children and youth. PAL sponsors the First Tee of the Glades (TFTG) as a youth initiative to combine after school educational assistance and character development curriculum taught through the game of golf. The First Tee golfing program also includes community service and mentoring opportunities.

The total cost of the program is approximately \$14,000 for golf equipment (gloves, clubs, bags, balls, accessories, etc.), program uniforms (hats, t-shirts, etc.) food and beverages, and other miscellaneous expenses. The \$1,000 from District 6 RAP funding will help offset a portion of the cost. The Agreement has been executed on behalf of Palm Beach County PAL, Incorporated, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

6/26/09
Date

Approved by: 
Assistant County Administrator

7/13/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2009 | 2010 | 2011 | 2012 | 2013 |
|--|---------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures | <u>1,000</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>1,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | | | | |

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 3600 Department 583 Unit R906
Object 8201 Program N/A

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


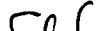
FUND: Park Improvement Fund/Recreation Assistance Program
UNIT: RAP/District 6



| | | |
|--------------------------------|------------------------|---------|
| Contributions-Non-Govts Agnces | 3600-583-R906-200-8201 | \$1,000 |
|--------------------------------|------------------------|---------|

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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



7/18/09

OFMB

7/16/09

07/10/09 CN 7/11/09

Dr. J. Javel 7/9/09
Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgent 7/10/09
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP08-09\DISTRICT 6\PAL - First Tee Program\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY
PAL, INCORPORATED FOR THE FIRST TEE GLADES GOLFING PROGRAM
EXPENSES**

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 Palm Beach County PAL, Incorporated, a Florida not-for-profit corporation, hereinafter referred to as "PAL".

W I T N E S S E T H:

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

WHEREAS, PAL offers The First Tee of the Glades (TFTG) Golfing Program (the "Program") as a Sheriff's Office youth initiative funded through a grant from the Project Safe Neighborhood program; and

WHEREAS, the Program combines after school educational assistance and character development curriculum taught through the game of golf; and

WHEREAS, the Program was founded in 1997 by the World Golf Foundation to provide young people of all ethnic and economic backgrounds with an opportunity to develop life enhancing values such as honesty, integrity, and sportsmanship through golf and character education; and

WHEREAS, the Program is held in the Glades area and is anticipated to serve approximately thirty (30) participants; and

WHEREAS, the Program is anticipated to cost approximately \$14,000 for golf equipment (including gloves, clubs, bags, accessories, etc.) food, camp uniforms (hats, tee-shirts, etc.), and other miscellaneous expenses related to the Program; and

WHEREAS, PAL has requested that County provide \$1,000 to help offset expenses for the Program; and

WHEREAS, funding for the Program in an amount not to exceed \$1,000 is available from the Recreation Assistance Program (RAP) - District 6; and

WHEREAS, summer recreational programs for 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 \$1,000 to PAL to help offset costs for The Program for golf equipment including gloves, clubs, bags, balls, accessories, etc., food, program uniforms including hats and tee-shirts, etc., and other miscellaneous expenses associated with the 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 PAL on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by PAL. Said information shall list each invoice paid by PAL and shall include the vendor invoice number; invoice date; and the amount paid by PAL along with the number and date of the respective check or proof of payment for said payment. PAL shall attach a copy of each vendor invoice paid by PAL along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, PAL's Program Administrator and Project Financial Officer shall certify the total funds spent by PAL on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by PAL and approved by PAL as indicated.

3. PAL incurred expenses for the Project beginning on June 4, 2009. Those costs incurred by PAL for the Project, approved and submitted accordingly by PAL subsequent to June 4, 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 PAL may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. PAL warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. PAL agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

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

8. The term of this Agreement shall be until October 30, 2009, commencing upon the date of execution by the parties hereto.

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

In the event PAL fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by PAL for the Project deemed to be in default and PAL shall return any County RAP funds already collected by PAL for 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. PAL shall complete the Project by July 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 4, 2009, through July 30, 2009. PAL shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 30, 2009. Upon written notification to County at least ninety (90) days prior to that date PAL may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny PAL's request for said extension.

12. In the event PAL ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by PAL. The determination that PAL has ceased or suspended the Project shall be made by County and PAL agrees to be bound by County's determination.

13. PAL agrees to abide by, and be governed by, all applicable federal, state,

county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by PAL. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

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

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

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

Commercial General Liability. PAL shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any

endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. PAL shall provide this coverage on a primary basis.

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, PAL shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum 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, PAL shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and PAL may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, PAL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or 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 PAL:
Executive Director
Palm Beach County PAL, Incorporated
3228 Gun Club Road
West Palm Beach, FL 33406

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

WITNESSES:

Susan W. Inger
Veronica Bennett

PALM BEACH COUNTY PAL, INCORPORATED

FEI Number: 65-0461384

SCOTT SCRIVER
Name (Type or Print)

DIRECTOR
Title

[Signature]
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
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**

BACKGROUND INFORMATION

Name and address of Agency

Agency Name: **Palm Beach County PAL, Inc.**

Mailing Address: 3228 Gun Club Road, West Palm Beach, FL 33406

Federal Employer Identification Number: 65-0461384

Name of President:

Name of Executive Director: Scott Scrivner

Project/Project Liaison Information:

Name: Dep. Stan Jackson

Telephone #: 561-767-0744

e-mail: Jacksons@pbso.org

Purpose/Mission of Agency: TFTG's mission is broader than simply teaching kids how to play golf. The program allows the children to experience a strong life skills component that includes community service and mentoring opportunities. The life skills experience is one of the features that differentiates The First Tee program from other successful junior golf programs.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **First Tee Glades Golfing Program**

2. Project/ Program Description

General (Project Scope): The First Tee of the Glades (TFTG) is a Palm Beach Sheriff's Office youth initiative funded through a grant from the Project Safe Neighborhood program. TFTG combines afterschool educational assistance and character development curriculum taught through the game of golf.

- **Public Purpose:** The First Tee was created in 1997 by the World Golf foundation to provide young people of all ethnic and economic backgrounds an opportunity to develop through golf and character education, life-enhancing values such as honesty, integrity and sportsmanship
- **Location:** Belle Glade Area
- **Anticipated Number of Participants/Users:** 30

3. **Project/Program Elements:** (List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/ amounts.)

Golf Equipment (gloves, clubs, bags, balls, accessories, etc.), camp uniforms (hats, t-shirts, etc.) food and beverages, other miscellaneous expenses related to the First Tee Glades Golfing Program.

4. Estimated Lump Sum Total for Project/Program \$14,000.00

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
06/04/2009 to 7/30/2009
month/day/year month/day/year

(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 until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.)

6. Required Attachments:

Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

\$ 1,000

District 6

(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com

EXHIBIT A

Page 1



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

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

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

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

Administrator

Date

Financial Officer

Date

PBC USE ONLY

| | | |
|-----------------------------------|----|-------|
| County Funding Participation | \$ | _____ |
| Total Project Costs To Date: | \$ | _____ |
| County Obligation To Date | \$ | _____ |
| County Retainage (_____ %) | \$ | _____ |
| County Funds Previously Disbursed | \$ | _____ |
| County Funds Due this Billing | \$ | _____ |

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date



Key Legend

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

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B

Grantee: _____

Submittal #: _____

Date

Project Name: _____

Contract Reimbursement Period: _____

| Check or Voucher | | | | Invoice | | | | |
|------------------|---------------------------|-----|--------|---------|----------|------|--------|---------------------|
| # | Payee (Vendor/Contractor) | Key | Number | Date | Number | Date | Amount | Expense Description |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | | | | | | | | |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | | | | | | | | |
| 16 | | | | | | | | |
| | | | | | TOTAL \$ | | | |

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

Administrator

Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2008

| | | | |
|--|--|---|--------|
| PRODUCER (661)327-3111 FAX: (661)327-1262 Thomas E. Mestmaker Ins & Associates, Inc. Wilson Paves & Associates 2300 Bahamas Drive Bakersfield CA 93309 | | 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 Palm Beach County PAL 3228 Gun Club Rd. West Palm Beach FL 33406 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Lexington Insurance | |
| | | INSURER B: National Union Fire Ins. | |
| | | 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 INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|-------------------------------------|---|---------------|----------------------------------|-----------------------------------|--|
| A | | GENERAL LIABILITY | 9470545 | 7/1/2008 | 7/1/2009 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> | CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> | Sexual Abuse | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | Limit \$100,000 | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMPI/OP AGG \$ 1,000,000 |
| | <input checked="" type="checkbox"/> | POLICY <input type="checkbox"/> PRO-JECT <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 OTH-ER |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| B | | OTHER Accident Medical | SRG9101651 | 7/1/2008 | 7/1/2009 | Limit \$100,000 |
| | | | | | | Deductible \$50.00 |
| A | | Directors & Officers | 1621282 | 7/1/2008 | 7/1/2009 | D&O Limit \$1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
*REVISED LIMITS Effective 10/7/2008. **This Certificate supersedes any and all previous certificates. Palm Beach County Parks and Recreation is included as Additional Insured as per written contract with respects to the General Liability and only with regards to the operations of the Named Insured. *10 day cancellation for non payment.

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Palm Beach County Parks and Recreation 2700 6th Avenue Lake Worth, FL 33461 | 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 Mike Wilson/AM |

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.

**PALM BEACH COUNTY
SHERIFF'S OFFICE**

RIC L. BRADSHAW, SHERIFF



SCOTT SCRIVNER

PALM BEACH COUNTY POLICE ATHLETIC LEAGUE (PAL)

PHONE: (561) 688-4087

FAX: (561) 688-4188

E-MAIL: scrivners@pbsso.org

May 20, 2009

Department of Parks and Recreation
Dennis Eshleman, Director
2700 6th Avenue South
Lake Worth, FL 33461

Dear Mr. Eshleman,

Palm Beach County PAL, Inc. is not required by law to carry worker's compensation insurance, PAL does not employ or pay any employees. If there are any further questions, please feel free to contact me at (561) 688-4087.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Scrivner", written over a horizontal line.

Scott Scrivner, Director
Palm Beach County PAL, Inc.