

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 18, 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:

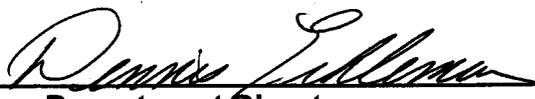
- A) Agreement with Aid to Victims of Domestic Abuse, Inc. for the period July 6, 2009, through March 31, 2010, in an amount not-to-exceed \$2,500 for the 2009 5K Run/Walk by the Sea; and
- B) Girls II Women, Women's Forum, Inc. for the period July 6, 2009, through November 1, 2009, in an amount not-to-exceed \$5,000 for the 2009 College Tour.

**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

7/22/09  
Date

Approved by:   
Assistant County Administrator

8/3/09  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>7,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>7,500</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>				

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

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

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

A) Contributions-Non-Govts Agnces	3600-583-R917-038-8201	\$2,500
B) Contributions-Non-Govts Agnces	3600-583-R917-039-8201	\$5,000
	Total	\$7,500

C. Departmental Fiscal Review: \_\_\_\_\_ ckopelakis

**III. REVIEW COMMENTS**

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

<p><u>[Signature]</u> 7/30/09                  OFMB                  7/29/09 8/1/09 CN 7/24/09</p>	<p><u>[Signature]</u> 7/31/09                  Contract Development and Control                  E. Jones 7/30/09</p>
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**B. Legal Sufficiency:**

Anne Welford 8/3/09  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND AID TO VICTIMS OF DOMESTIC ABUSE, INC. FOR FUNDING OF THE AVDA 2009 5K RUN/WALK BY THE SEA**

**THIS AGREEMENT** is made and entered into on July 6, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Aid to Victims of Domestic Abuse, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AVDA".

**WITNESSETH:**

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

**WHEREAS**, AVDA is hosting the 2009 5K Run/Walk by the Sea (the "Event") on October 10, 2009, to increase community awareness of its services during National Domestic Violence Awareness Month; and

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

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

**WHEREAS**, the Event will be held at Anchor Park in Delray Beach and is anticipated to attract approximately five hundred (500) participants; and

**WHEREAS**, the cost of the Event is estimated to be approximately \$12,000 for permit, artwork for printing of posters and tee-shirts, disc jockey/entertainment, advertising, signage, tee-shirts, plaques and medals, labor, rental costs, contractual expenses, City of Delray Beach services for utilities and security, decorations and supplies, volunteer lunch, public /media relations expenses, and other miscellaneous expenses related to the Event; and

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

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

**WHEREAS**, recreational events that increase public awareness are deemed a public purpose; and

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

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

1. County agrees to fund an amount not to exceed \$2,500 to AVDA for permit, artwork for printing of posters and tee-shirts, disc jockey/entertainment, advertising, signage, tee-shirts, plaques and medals, labor, rental costs, contractual expenses, City of Delray Beach services for utilities and security, decorations and supplies, volunteer lunch, public /media relations expenses, and other miscellaneous expenses related to the Event, as specifically set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to AVDA on a reimbursement basis within forty-five (45) days of receipt of the following information:

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

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

3. AVDA will incur expenses for the Project beginning on July 1, 2009. Those costs incurred by AVDA for the Project, approved and submitted accordingly by AVDA subsequent to July 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 AVDA may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

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

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

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

8. The term of this Agreement shall be until March 31, 2010, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event AVDA is in default of its obligations under this Agreement, the County shall provide AVDA thirty (30) days written notice to cure the default. In the event AVDA fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AVDA for the Project deemed to be in default and AVDA shall return any County RAP funds already collected by AVDA for the Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. AVDA shall complete the Project by December 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2009, through December 31, 2009. AVDA shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 31, 2010. Upon written notification to County at least ninety (90) days prior to that date AVDA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny AVDA's request for said extension.

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

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

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

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

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

16. AVDA shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. AVDA shall agree to provide County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by AVDA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AVDA under this Agreement.

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

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

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

**Waiver of Subrogation.** AVDA hereby waives any and all rights of Subrogation against the

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

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, AVDA shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

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

18. AVDA shall maintain books, records, documents and other evidence which sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to AVDA, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

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

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

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AVDA certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

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

As to AVDA:

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

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

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

**WITNESSES**

Susan W. Yuzje  
Teronica Kimmett

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

By: Robert Weisman  
Robert Weisman, County Administrator

**WITNESSES:**

Janet Amigore  
Carl Zimler

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

By: Pamela O'Brien, MSW, JD  
Name (Type or Print)

Title: Executive Director

By: Pam O'Brien  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: Anne Helgand  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

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

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

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

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

Federal Employer Identification Number: 59-2486620

Name of President: Diane Paillet (Board of Directors)

Name of Executive Director: Pamela O'Brien

Project Liaison Information:

Name: ~~Kathleen Fallon~~ Tammy Anstett

Telephone #: 561-265-3797-x118

Fax #: 561-265-2102

e-mail: ~~kfallon~~@avda-fl.com

TanSTETT

**PROJECT INFORMATION**

1. Name of Project: 2009 AVDA 5kRun/Walk by the Sea
2. Project Description
  - General (Project Scope): The AVDA 5K Race by the Sea includes a chip time 3.1 mile race along A1A, a family fun mile and a Kids Dash. Medals and Prizes are given out to the top runners and fundraisers as well as kids activities including face painting and a tour of a fire truck.
  - Public Purpose: To increase community awareness of AVDA's services during National Domestic Violence Awareness Month (October). Services for victims of domestic abuse include emergency shelter, transitional housing, case management, referrals, legal advocacy, individual and group counseling, 24-hour crisis line in addition to preventative education to the community.
  - Location and Date of Event: Anchor Park in Delray Beach, FL on Saturday, October 10, 2009
  - Anticipated Number of Participants/Users: 500
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

permit, artwork for printing of posters and tee-shirts, disc jockey/entertainment, advertising, signage, tee-shirts, plaques and medals, labor, rental costs, contractual expenses, City of Delray Beach services for utilities and security, decorations and supplies, volunteer lunch, public /media relations expenses, and other miscellaneous expenses
4. Estimated Lump Sum Total for Project: \$ 12,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 7/1/09 to 12/31/09

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:  
Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded

\$ 2,500

District 7

(filled in by County)

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



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

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

**Key Legend**

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

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

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

\_\_\_\_\_  
 Administrator Date Financial Officer Date

**PBC USE ONLY**

County Funding Participation \$ \_\_\_\_\_

Total Project Costs To Date: \$ \_\_\_\_\_

County Obligation To Date \$ \_\_\_\_\_

County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_

County Funds Previously Disbursed \$ \_\_\_\_\_

County Funds Due this Billing \$ \_\_\_\_\_

Reviewed and Approved By: \_\_\_\_\_

\_\_\_\_\_  
 PBC Project Administrator Date

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





# CERTIFICATE OF LIABILITY INSURANCE

OP ID MN  
AIDTO-1

DATE (MM/DD/YYYY)

06/02/09

<b>PRODUCER</b>  The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244	<b>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.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Aid To Victims of Domestic Abuse, Inc. P.O. Box 6161 Delray Beach FL 33445	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>Prof Liab 1 mil/2</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK369271	12/10/08	12/10/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000 \$ 100000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK369271	12/10/08	12/10/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		<b>D&amp;O Liability</b>	PHSD344039	09/07/08	09/07/09	D&O	1,000,000
A		<b>EPLI</b>	PHSD344039	09/07/08	09/07/09	EPLI	1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

<b>PALMBMV</b>  Palm Beach County c/o Parks & Recreation 2700 6th Avenue South 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 <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Michael Oberlander</i>
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ACORD 25 (2009/01)

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/15/09

**PRODUCER**  
Paychex Agency, Inc.  
150 Sawgrass Dr  
Rochester, NY 14620

1-800-472-0072

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Paychex Business Solutions, Inc.  
AID TO VICTIMS OF DOMESTIC ABUSE INC  
  
911 Panorama Trail South  
Rochester, NY 14625  
877-266-6850

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

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$																
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	25890435	06/01/09	06/01/10	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATUTORY LIMITS</td> <td><input type="checkbox"/></td> <td>OTHER</td> </tr> <tr> <td colspan="4">E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER	E.L. EACH ACCIDENT \$ 1,000,000				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER																		
E.L. EACH ACCIDENT \$ 1,000,000																					
E.L. DISEASE - EA EMPLOYEE \$ 1,000,000																					
E.L. DISEASE - POLICY LIMIT \$ 1,000,000																					
	<b>OTHER</b>				\$ \$ \$																

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

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER: _____	<b>CANCELLATION</b>
PALM BEACH COUNTY C/O PARKS AND RECREATION DEPARTMENT  2700 6TH AVENUE SOUTH  LAKE WORTH, FL 33463  USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <i>Deanne Swetman</i>

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND GIRLS II WOMEN,  
WOMEN'S FORUM, INC. FOR THE 2009 COLLEGE TOUR**

**THIS AGREEMENT** is made and entered into on July 6, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Girls II Women', Women's Forum, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Girls II Women".

**WITNESSETH:**

**WHEREAS**, Girls II Women is a not-for-profit organization whose mission is to educate, motivate, and inspire teenage girls residing in Palm Beach County; and

**WHEREAS**, Girls II Women provides a mentoring program for girls residing in Palm Beach County which serves forty (40) girls; and

**WHEREAS**, Girls II Women provides an annual college tour to expose program participants to the cultural and college experiences; and

**WHEREAS**, the 2009 College Tour took place from March 29 through March 31, 2009, and focused on visits to colleges within the Memphis area; and

**WHEREAS**, thirty six (36) students participated in the 2009 College Tour; and

**WHEREAS**, the cost of the 2009 College Tour was approximately \$20,000 for commercial transportation (airline), meals, lodging expenses, and other miscellaneous expenses related to the trip; and

**WHEREAS**, Girls II Women has requested that County provide \$5,000 to help offset the cost of airline transportation for the 2009 College Tour; and

**WHEREAS**, funding to help offset the 2009 College Tour cost for airline transportation in an amount not-to-exceed \$5,000 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 \$5,000 to Girls II Women to help offset costs for the 2009 College Tour for airline transportation costs, 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 Girls II Women 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 Girls II Women. Said information shall list each invoice paid by Girls II Women and shall include the vendor invoice number; invoice date; and the amount paid by Girls II Women along with the number and date of the respective check or proof of payment for said payment. Girls II Women shall attach a copy of each vendor invoice paid by Girls II Women 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, Girls II Women's Program Administrator and Project Financial Officer shall certify the total funds spent by Girls II Women on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Girls II Women and approved by Girls II Women as indicated.

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

6. Girls II Women 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. Girls II Women shall be responsible for the operation and maintenance of the Project, including all associated costs.

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

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

12. In the event Girls II Women 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 Girls II Women. The determination that Girls II Women has ceased or

suspended the Project shall be made by County and Girls II Women agrees to be bound by County's determination.

13. Girls II Women 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 Girls II Women. 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 Girls II Women 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, Girls II Women 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 Girls II Women, 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 Girls II Women is eligible to receive reimbursement from the County.

16. Girls II Women 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. Girls II Women 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 Girls II Women are not

intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Girls II Women under this Agreement.

**Commercial General Liability.** Girls II Women 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. Girls II Women shall provide this coverage on a primary basis.

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

**Additional Insured.** Girls II Women 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." Girls II Women shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

19. The County and Girls II Women 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, Girls II Women 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 Girls II Women:

President  
Girls II Women's Forum, Inc.  
1700 Palm Beach Lakes Boulevard, Suite 1000  
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.

**WITNESSES:**

*Susan W. Yinger*  
*Deanna Bennett*

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

By: *Robert Weisman*  
Name (Type or Print)  
*County Administrator*  
Title  
*[Signature]*  
Signature

**WITNESSES:**

*Lee Ella Jordan*  
*[Signature]*

**GIRLS II WOMEN, WOMEN'S FORUM, INC.  
FEI Number: 65-0921919**

By: *Tarra L. Pressley*  
Name (Type or Print)  
*President*  
Title  
*[Signature]*  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: *Anne Delgant*  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

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

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

Name of Agency: Girls II Women, Women's Forum, Inc.  
Mailing Address: 1700 Palm Beach Lakes Boulevard, Suite 1000, West Palm Beach, FL 33407  
Federal Employer Identification Number: 65-0921919  
Name of President: Tarra Pressey  
Name of Executive Director: N/A  
Project Liaison Information:  
Name: Tarra Pressey  
Telephone #: (561) 379-6537  
Fax #: (561) 630-1488  
e-mail: tarra@tarraenterprises.com

Purpose/Mission of Agency:  
The mission of Girls II Women is to educate, motivate and inspire teenage girls residing in Palm Beach County

**PROJECT INFORMATION**

1. Name of Project: 2009 College Tour
2. Project Description - Mentoring program for girls residing in PB County.
  - General (Project Scope): 30-40 Students (girls) who are members of Girls II Women are exposed to the college experience by participating in an annual college tour.
  - Public Purpose: in an annual college tour.
  - Location and Date: The College Tour 2009 is March 29-31, 2009. This year's destination is Memphis, TN.
  - Anticipated Number of Participants/Users: 36 Students
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.

Air Transportation

4. Estimated Lump Sum Total for Project: \$ 20,000.00
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). March 1, 2009 to August 1, 2009/09

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: ✓ attached  
Certificate(s) of Insurance

Amount of Recreation Assistance Program Funding awarded \$ 5,000  
District 7  
(filled in by County)

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



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

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

Key Legend

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

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

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Officer

\_\_\_\_\_  
Date

**PBC USE ONLY**

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

Reviewed and Approved By: \_\_\_\_\_  
PBC Project Administrator Date

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



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

**PALM BEACH COUNTY  
 PARKS AND RECREATION DEPARTMENT  
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

**EXHIBIT B**

Grantee: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

Contract Reimbursement Period: \_\_\_\_\_

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
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

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2009

<b>PRODUCER</b> Nelson Risk Services 1717 N Flagler Dr. STE 6 West Palm Beach FL 33407	<b>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.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Girls II Woman Inc 1700 Palm Beach Lakes Blvd. West Palm Beach Fl 33407	INSURER A: Riverport Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TBD	3/29/09	4/1/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/>	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

College Tour

**CERTIFICATE HOLDER**
 Palm Beach County Care of Parks and Recreation  
 2700 6th Ave. South  
 Lake Worth Fl 33461
**CANCELLATION**
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

JC Sola

## **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**

This Certificate of Insurance 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 CERTIFICATE OF LIABILITY INSURANCE

OP ID K7  
MEATRA1

DATE (MM/DD/YYYY)  
03/30/09

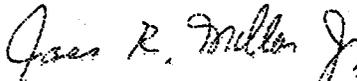
<b>PRODUCER</b>  Cottingham & Butler, Inc. 800 Main Street Dubuque IA 52001 Phone: 563-587-5000 Fax: 563-583-7339	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Mears Destination Services Inc dba Mears Transportation Group 324 West Gore Street Orlando FL 32806	INSURER A: Liberty Mutual Fire Ins. Co.	23043
	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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	EU2651286937029  SELF INSURED RETENTION 300,000	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 4,700,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*Except of non-payment of premium. By virtue of the "Who is an Insured" provision of the above auto liability policy, the certificate holder is additional insured with respect to the operations of the above named insured.

<b>CERTIFICATE HOLDER</b>  PABEFL1  PALM BEACH COUNTY 2700 6TH AVENUE LAKE WORTH FL 33431	<b>CANCELLATION</b>  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.   ACORD CORPORATION 1988
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# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID K7  
MEATRA1

DATE (MM/DD/YYYY)  
03/30/09

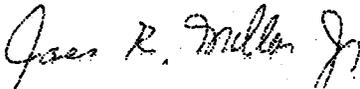
<b>PRODUCER</b>  Cottingham & Butler, Inc. 800 Main Street Dubuque IA 52001 Phone: 563-587-5000 Fax: 563-583-7339	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  City Cab Company Orlando, Inc Mears Transportation Group Yellow Cab Co. 324 West Gore Street Orlando FL 32806	INSURER A: Liberty Mutual Fire Ins. Co.	23043
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES-(Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	EU2651286937019  SELF INSURED RETENTION 300,000	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 4,700,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	<b>OTHER</b>												

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 \*Except for non-payment of premium. ADD'L NAMED INSUREDS: YELLOW CAB CO. OF ORLANDO & SAFETY CAB CO. OF ORLANDO. By virtue of the "Who is an Insured" provision of the above auto liability policy, the certificate holder is additional insured with respect to the operations of the above named insured.

<b>CERTIFICATE HOLDER</b>  PABEFL1  PALM BEACH COUNTY 2700 6TH AVENUE LAKE WORTH FL 33431	<b>CANCELLATION</b>  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.  
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1700 Palm Beach Lakes Boulevard, Suite 1000, West Palm Beach, FL 33401

**BOARD OF DIRECTORS**

May 7, 2009

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**Michelle Diffenderfer, Esq.**

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Palm Beach County Florida  
Department of Parks and Recreation  
2700 6th Avenue South  
Lake Worth, FL 33461

Attention: Susan Yinger

Dear Ms Yinger;

This letter serves as verification that Girls II Women, Inc. does not have any paid employees and as such does not require Workman's Compensation Insurance.

We are strictly a volunteer driven organization and have been since our inception in 1997.

If you need additional information, please contact me at (561) 630-2109.

Thank you

Sincerely,

Anne Messer, Treasurer  
Girls II Women

CC Tarra Pressey, President Girls II Women

A copy of the official Registration and Financial information may be obtained from the Division of Consumer services by calling Toll Free 1-800-HelpFLA (1-800-435-7352) within the state. Registration # SC12999

