

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 1, 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: fully executed original Agreement for Recreation Assistance Program (RAP) funding as follows:

Agreement with Nelson's Outreach Ministries, Inc. for the period July 23, 2009, through October 22, 2010, in an amount not-to-exceed \$7,000 for Youth on the Move After School and Summer Camp programs.

Summary: Delegation of authority for execution of this standard Recreation Assistance Program (RAP) Agreement 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 project addressed in this item is fully executed and is now being submitted for receive and file to provide for proper recording and budgeting.

Attachment: Fully executed Agreement

Recommended by: 
Department Director

8/13/09
Date

Approved by: 
Assistant County Administrator

8/26/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>7,000</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>7,000</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 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

Contributions-Non-Govts Agnces 3600-583-R917-040-8201 \$7,000

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

 Jim O'Neil 8-24-09
 OFMB 8/17/09 8/17/09 CN 8/17/09

 Ann J. Jank 8/24/09
 Contract Development and Control

B. Legal Sufficiency:

This item complies with current County policies.

 Anne Delgent 8/26/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND NELSON'S OUTREACH
MINISTRIES, INC. FOR THE YOUTH ON THE MOVE AFTER SCHOOL AND
SUMMER CAMP PROGRAMS**

THIS AGREEMENT is made and entered into on July 23, 2008 and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Nelson's Outreach Ministries, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Nelson's Outreach".

WITNESSETH:

WHEREAS, Nelson's Outreach is a not-for-profit organization whose mission is to serve underprivileged young people by providing an educational/computer laboratory, various outdoor/indoor activities, and self-esteem programs for at-risk youth; and

WHEREAS, Nelson's Outreach offers the "Youth on the Move Youth After School Tutorial" and "Summer Camp Program" (the Programs) for approximately fifteen (15) through thirty (30) children and adolescents from various race, ethnic, and religious backgrounds; and

WHEREAS, the Programs provide non-religious after school tutorial and education activities, computer skills, entrepreneurship training, and a nine-week summer camp program that consists of recreational activities including field trips; and

WHEREAS, the annual budget for the Programs is \$20,000 for contractual services, personnel costs, operational expenses, equipment, field trips, insurance, and other miscellaneous expenses; and

WHEREAS, Nelson's Outreach has requested that County provide \$7,000 to assist in the cost of expenses for said Programs; and

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

WHEREAS, educational and recreational 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 \$7,000 to Nelson's Outreach to help offset costs for Program costs for contractual services, personnel costs, operational

expenses, equipment, field trips, insurance, and other miscellaneous expenses, 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 Nelson's Outreach 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 Nelson's Outreach. Said information shall list each invoice paid by Nelson's Outreach and shall include the vendor invoice number; invoice date; and the amount paid by Nelson's Outreach along with the number and date of the respective check or proof of payment for said payment. Nelson's Outreach shall attach a copy of each vendor invoice paid by Nelson's Outreach 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, Nelson's Outreach's Program Administrator and Project Financial Officer shall certify the total funds spent by Nelson's Outreach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Nelson's Outreach and approved by Nelson's Outreach as indicated.

3. Nelson's Outreach incurred expenses for the Project beginning on July 23, 2009. Those costs incurred by Nelson's Outreach for the Project, approved and submitted accordingly by Nelson's Outreach subsequent to July 23, 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 Nelson's Outreach 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. Nelson's Outreach warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Nelson's Outreach 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. Nelson's Outreach 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 22, 2010, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Nelson's Outreach is in default of its obligations under this Agreement, the County shall provide Nelson's Outreach thirty (30) days written notice to cure the default. In the event Nelson's Outreach 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 Nelson's Outreach for the Project deemed to be in default and Nelson's Outreach shall return any County RAP funds already collected by Nelson's Outreach 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. Nelson's Outreach shall complete the Project by July 22, 2010, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 23, 2009, through July 22, 2010. Nelson's Outreach 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 22, 2010. Upon written notification to County at least ninety (90) days prior to that date Nelson's Outreach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Nelson's Outreach's request for said extension.

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

13. Nelson's Outreach agrees to abide by, and be governed by, all applicable

13. Nelson's Outreach 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 Nelson's Outreach. 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 Nelson's Outreach 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, Nelson's Outreach 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 Nelson's Outreach, 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 Nelson's Outreach is eligible to receive reimbursement from the County.

16. Nelson's Outreach 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. Nelson's Outreach 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 Nelson's Outreach are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Nelson's Outreach under this Agreement.

Commercial General Liability. Nelson's Outreach 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. Nelson's Outreach shall provide this coverage on a primary basis.

Automobile. Nelson's Outreach shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Nelson's Outreach or by anyone employed by or contracting with Nelson's Outreach. Should Nelson's Outreach use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Nelson's Outreach and Palm Beach County as Additional Insured.

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

Additional Insured. Nelson's Outreach 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." Nelson's Outreach shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Nelson's Outreach 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 Nelson's Outreach 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 Nelson's Outreach enter into such an agreement on a pre-loss basis.

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

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

19. The County and Nelson's Outreach 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, Nelson's Outreach 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 Nelson's Outreach:
President
Nelson's Outreach Ministries, Inc.
P.O. Box 11108
Riviera Beach, FL 33419

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~~
ATTEST:
SHARON R. BOOK, Clerk & Comptroller

By: Susan W. Yinger
Deputy Clerk
By: Teronica Kennell

WITNESSES:
Susan W. Yinger
Teronica Kennell

ON BEHALF OF

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

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

NELSON'S OUTREACH MINISTRIES, INC.
FEI Number: **65-0787394**

By: Teresa Nelson
Name (Type or Print)
President / Executive Director
Title
Teresa Nelson
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: Anne DeBent
County Attorney

APPROVED AS TO TERMS AND CONDITIONS
By: [Signature]
707 Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Nelson's Outreach Ministries, Inc.
 Mailing Address: P.O. Box 11108, Riviera Beach, FL 33419
 Federal Employer Identification Number: 65-0787394
 Name of President: Teresa Nelson
 Name of Executive Director: Teresa Nelson
 Project Liaison Information:
 Name: Teresa Nelson
 Telephone #: 561-667-9177
 Fax #: 561-842-9374
 e-mail: janelson111@comcast.net

Purpose/Mission of Agency: To serve underprivileged young people by providing an educational/computer laboratory, various outdoor/indoor activities, and self-esteem programs.

PROJECT INFORMATION

1. Name of Project: Youth on the Move After School Program and Summer Camp
2. Project Description
 - General (Project Scope): Provide after school tutorial + education, computer skills, entrepreneurship training and summer camp for 9 weeks
 - Public Purpose: See attached above
 - Location and Date: 1124 Broadway, St. M and N, Riviera Beach, FL 33404 M-F 2-6pm + Summer June - August
 - Anticipated Number of Participants/Users: 15-30
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. Contractual Services, Personnel costs, operational expenses, equipment, field trips, insurances and other miscellaneous expenses.
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). February 1, 2009 December 31, 2009

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

6. Required Attachment: Certificate of Insurance

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

Form available online by request. Contact Susan Yinger at svinger@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)	_____	_____
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: _____

#	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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
7/24/09

PRODUCER

FOR SERVICE CALL:
FRANCIS L. DEAN & ASSOCIATES OF FLORIDA, LLC
OCALA, FLORIDA
877/671-3326
www.fdeanfl.com

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

COMPANIES AFFORDING COVERAGE

COMPANY A RIVERPORT INSURANCE COMPANY

COMPANY C

COMPANY D

INSURED SPORTS AND REC. PROVIDERS ASSN. PURCHASING GROUP

Nelson's Outreach Ministries
1124 Broadway, Suite M
Riviera Beach, FL. 33404 Cert #AP121441-00

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	WRD 180030	7/23/09	7/23/10	GENERAL AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000.00
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire) \$ 300,000.00
					MED EXP (Any one person) \$ N/A
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS OF THE NAMED INSURED DURING THE POLICY PERIOD.

Camp Activities

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
Parks and Recreation Department
2700 6th Avenue South
Lake Worth, Fl. 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2009

PRODUCER Thomas Wood Insurance Agency, LLC 105 Dovershire Ct. Cary, NC 27513		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.	
F 919-342-2928 F		INSURERS AFFORDING COVERAGE	
INSURED Superior Charter Bus Inc. 4200 Georgia Ave. West Palm Beach, FL 33405		INSURER A: American Alternative Insurance Co.	NAIC # 19720
		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.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A <input type="checkbox"/> GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	92A2GL0000178-00	12/13/2008	12/13/2009	EACH OCCURRENCE \$ 1,000,000 CSL DAMAGE TO RENTED PROPERTY (EA OCCUR) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 CSL GENERAL AGGREGATE \$ 2,000,000 CSL PRODUCTS - COMPROP AGG \$ 2,000,000 CSL
A <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	92A2CA0000314-00	12/13/2008	12/13/2009	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 CSL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<input type="checkbox"/> EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	96A2UB0000117-00	12/13/2008	12/13/2009	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/REGULATIVE OFFICER/CHUCK EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				INC STATE/TORY LIMITS <input type="checkbox"/> <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The certificate holder shown below is hereby listed as an additional insured.

CERTIFICATE HOLDER Palm Beach County CJO Palm Beach County Parks & Recreation 2700 6th Ave. 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: <i>Tam Wood</i>
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ACORD 26 (2008/01)

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Nelson's Outreach Ministries, Inc.
"A Ministry Of Help" – I Corinthians 12:28

February 23, 2009

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

Re: Nelson's Outreach Ministries
Youth On The Move After School and Summer Camp Programs

Dear Mr. Eshleman:

In response to your letter dated February 11, 2009, at this present time we only have two (2) employees, therefore we are not required to carry worker's compensation insurance by the State of Florida.

If you need any further information, please feel free to contact me at (561) 667-9177. Thank you very much for your attention in this matter. Looking forward to hearing from you soon.

Sincerely,
Teresa Nelson
TERESA NELSON
Pastor/Executive Director

xc: File
Susan Yinger, Administrative Support Manager.

P. O. Box 11108, Riviera Beach, FL 33419-1108