

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Community Back to School Bash, Inc. for the period September 15, 2009, through December 30, 2009, in an amount not-to-exceed \$10,000 for funding of the annual Community Back to School Bash event.

Summary: This funding is to assist with the cost of the 2009 Community Back to School Bash event which was held at the Palm Beach County Convention Center and various other locations throughout the County on August 8, 2009. The event served approximately 9,500 participants. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to May 27, 2009. Funding is from the Recreation Assistance Program (RAP) District 2 (\$5,000) and District 3 (\$5,000) Funds. Countywide (AH)

Background and Justification: Community Back to School Bash, Inc. is a not-for-profit organization comprised of approximately thirty different community social service groups that come together to serve their combined clients by providing children from grades pre-K through twelve with necessary new school supplies and backpacks to begin the school year. The 2009 event included entertainment, food, school supplies, clothing, free haircuts, and community information. The children served were indigent, homeless, potentially homeless or residing in foster care. The event helped prepare these economically disadvantaged children for the first day of school in a carnival-like atmosphere.

The total cost of the event was approximately \$135,500 for backpacks and supplies, facility rental, food and refreshments, certification, liability insurance, and other miscellaneous expenses. The \$10,000 from District 2 (\$5,000) and District 3 (\$5,000) RAP funding will offset a portion of these expenses. The Agreement has been executed on behalf of Community Back to School Bash, Inc., and now needs to be approved by the Board of County Commissioners.

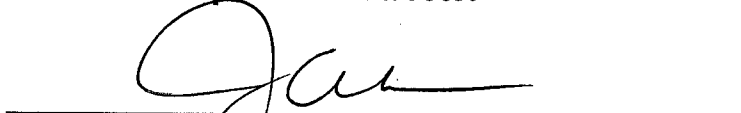
Attachment: Agreement

Recommended by:


Department Director

8/24/09
Date

Approved by:


Assistant County Administrator

9/3/09
Date

AGREEMENT BETWEEN PALM BEACH COUNTY AND COMMUNITY BACK TO SCHOOL BASH, INC. FOR FUNDING OF THE ANNUAL COMMUNITY BACK TO SCHOOL BASH EVENT

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Community Back to School Bash, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Community Back to School Bash".

WITNESSETH:

WHEREAS, Community Back to School Bash is a not-for-profit organization comprised of community social service groups which have come together to serve their combined clients without duplicating efforts in order to provide children from grades pre-K through twelve with necessary new school supplies and backpacks to begin the school year on par with their peers; and

WHEREAS, the collaborative effort group holds the Community Back to School Bash Event annually; and

WHEREAS, the 2009 Event (the "Event") is being held on August 8, 2009, at various locations within the County and is anticipated to attract approximately nine thousand and five hundred (9,500) participants; and

WHEREAS, the Event will include entertainment, food, and the provision of school supplies, clothing, free haircuts, and community information; and

WHEREAS, the children to be served are indigent, homeless, potentially homeless or residing in foster care; and

WHEREAS, the Event will help prepare economically disadvantaged children for the first day of school in a carnival-like atmosphere; and

WHEREAS, the total cost of the Event is anticipated to be approximately \$135,500 for backpacks and supplies, facility rental, food and refreshments, certification, liability insurance, and other miscellaneous expenses; and

WHEREAS, Community Back to School Bash has requested that County provide \$10,000 to help offset expenses for the Event; and

WHEREAS, funding for the Event in an amount not to exceed \$10,000 is available

from the Recreation Assistance Program (RAP) Districts 2 (\$5,000) and 3 (\$5,000); and

WHEREAS, community special events benefiting children of Palm Beach County 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 \$10,000 to Community Back to School Bash for the Event for backpacks and supplies, facility rental, food and refreshments, certification, liability insurance, and other miscellaneous expenses, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

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

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

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

3. Community Back to School Bash incurred expenses for the Project beginning on May 27, 2009. Those costs incurred by Community Back to School Bash for the Project, approved and submitted accordingly by Community Back to School Bash subsequent to May 27, 2009, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Community Back to School Bash may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

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

6. Community Back to School Bash 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, or sexual orientation, gender identity or expression.

7. Community Back to School Bash shall be responsible for operation and maintenance of the Project, including all associated costs.

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

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

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice

to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Community Back to School Bash shall complete the Project by October 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 27, 2009, through October 31, 2009. Community Back to School Bash shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Community Back to School Bash may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Community Back to School Bash's request for said extension.

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

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

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

15. It is understood and agreed that Community Back to School Bash is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged

that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Community Back to School Bash shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Community Back to School Bash, 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 Community Back to School Bash is eligible to receive reimbursement from the County.

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

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

Worker's Compensation Insurance & Employer's Liability. Community Back to School Bash shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. Community Back to School Bash

shall provide this coverage on a primary basis.

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

Waiver of Subrogation. Community Back to School Bash hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Community Back to School Bash shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its

equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage

should Community Back to School Bash enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Community Back to School Bash shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in

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

17. Upon request by County, Community Back to School Bash shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

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

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

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

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

executed by the parties hereto.

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

As to the County:

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

As to Community Back to School Bash:

Executive Director
Community Back to School Bash, Inc.
1712 2nd Avenue North
Lake Worth, FL 33460

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

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

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

By: _____
Commissioner John F. Koons, Chairman

WITNESSES:

Susan W. Judge
Jenna Harris

COMMUNITY BACK TO SCHOOL BASH, INC.

FEI Number: **65-1141522**
By: *Harreen Bertisch*

Name (Type or Print)
Title: *President*

By: *Harreen Bertisch*
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
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: **Community Back to School Bash, Inc.**
Mailing Address: **1712 2nd Avenue North, West Palm Beach, FL 33460**

Federal Employer Identification Number: 66-1141522

Name of President: Hareen Bertisch

Name of Executive Director: N/A

Project Liaison Information:

Name: Hareen Bertisch

Telephone #: 655-8944 Ext 257

e-mail: hbertisch@legalaidpbc.org

PROJECT INFORMATION

1. Name of Project: 2009 Community Back to School Bash
2. Project Description
 - **General (Project Scope):** The Community Back to School Bash (Bash) provides children in Palm Beach County who are homeless, at risk of homelessness or in foster care with the opportunity to begin school with new backpacks and school supplies. The Bash, a volunteer organization, consists of over 30 local non-profit agencies that pool their resources to avoid duplication of services, while making sure that the neediest children enter school ready to learn.
 - **Public Purpose:** According to the National Retail Federation's 2008 Back to School Consumer Intentions and Actions Survey, the average family with school-aged children needed to spend \$594.24 on back-to-school purchases. In South Florida where the majority of jobs are in the service industry, the family budget is spent on rent, utilities and food – with little left for the children. This event provides children the tools they need to succeed in school.
 - **Location:** The Palm Beach County Convention Center at 650 Okeechobee Boulevard in West Palm Beach and several other locations in Palm Beach County including the Glades.
 - **Anticipated Number of Participants/Users:** 9,500
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.) Backpacks and supplies, rental of facilities, food/refreshments, liability insurance, and vouchers
4. Estimated Lump Sum Total for Project: \$ \$135,500
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). May 27, 2009 to October 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 Attachments:
Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded \$ \$10,000 –
District 2 (\$5,000) and District 3 (\$5,000)

Form available online by request. Contact Susan Yinger at 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)	_____	_____
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)	Check or Voucher		Invoice		Amount	Expense Description
		Key	Number	Date	Number		
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.

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.

 Administrator Date

 Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID DM
COMM1-CDATE (MM/DD/YYYY)
07/30/09

PRODUCER Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton FL 33432 Phone: 561-391-4661 Fax: 561-338-6551	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	NAIC #
INSURED Community Back to School Bash, Inc. Harreen Bertisch 1712 2nd Ave North Lake Worth FL 33460	INSURER A: Burlington Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	0378592A	08/05/09	08/08/09	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ Excluded
		AUTOMOBILE LIABILITY <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)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Palm Beach, Florida and Global Spectrum, LP their Officers, Directors, Agents and Employees are Additional Insured. This Insurance Coverage is primary and non-contributory to any insurance maintained by the Certificate Holder and Additional Insureds.

CERTIFICATE HOLDER GLOBALS Global Spectrum 650 Okeechobee Boulevard West Palm Beach FL 33401-6322	CANCELLATION 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 SIGNATURE:
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ACORD 25 (2009/01)

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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.

Susan Yinger

From: Dick Cohen
Sent: Thursday, August 06, 2009 9:40 AM
To: Susan Yinger
Cc: Veronica Kinnett
Subject: RE: Community Back to School Bash Events

Under normal circumstances you receive COIs showing various insurance policies with annual policy periods (ex 1/1/09 – 1/1/10) and one of our requirements is that we be informed of cancellation or renewal. It's our status as Certificate Holder that gets us that notice. The point becomes moot when the policy just covers a specific event being held within a short timeframe as is the case with this event. The key here is that we're protected as an additional insured.

From: Susan Yinger
Sent: Thursday, August 06, 2009 9:27 AM
To: Dick Cohen
Subject: RE:

The Community Back to School Bash Events are held in various locations throughout the county during the same time frame, with the main event being at the convention center.

The issue was whether it was okay for only Global Spectrum to be named as certificate holder and not PBC, i.e., does the fact that pbc is named additional insured negate the requirement to list pbc as certificate holder.

Susan

From: Dick Cohen
Sent: Thursday, August 06, 2009 9:24 AM
To: Veronica Kinnett
Cc: Susan Yinger
Subject: RE:

I assumed that the COI was for a specific event being held at the Convention Center between 8/5 -8/9. If yes then the COI is OK even though the County is not listed as a Certificate Holder (they are listed as additional insured)

From: Veronica Kinnett
Sent: Thursday, August 06, 2009 9:19 AM
To: Dick Cohen
Subject: RE:

Good Morning Dick:

Susan wanted to know if COI was ok because PBC is not named in the Certificate Holder box (Global Spectrum). Please advise. Thanks again for your prompt response.

From: Dick Cohen
Sent: Thursday, August 06, 2009 8:30 AM
To: Veronica Kinnett
Subject: RE:

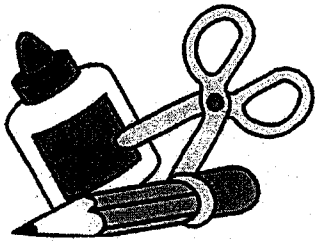
If event is between 8/5 – 8/8 its OK

From: Veronica Kinnett
Sent: Thursday, August 06, 2009 8:27 AM
To: Dick Cohen
Subject:

Good Morning Dick:

Please see attached COI. Is this acceptable?

Veronica Kinnett
Fiscal Specialist II
Parks & Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6637, fax (561) 242-7060



Community Back to School Bash, Inc.

1712 Second Avenue North, Lake Worth, FL 33460
Phone (561) 253-1361 Fax (561) 253-1370
WWW.BACKTOSCHOOLBASH.ORG

May 29, 2009

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

Re: PALM BEACH COUNTY DISTRICT 2 RECREATION ASSISTANCE PROGRAM (RAP) FUNDING FOR THE 2009 COMMUNITY BACK TO SCHOOL BASH

Dear Mr. Eshleman:

The Community Back to School Bash is not required by the State of Florida to carry Worker's Compensation Insurance (given that the Bash relies entirely on the generosity of volunteers who make this project possible) under Chapter 440.02 FL Statutes, as stated below:

6. A volunteer, except a volunteer worker for the state or a county, municipality, or other governmental entity. A person who does not receive monetary remuneration for services is presumed to be a volunteer unless there is substantial evidence that a valuable consideration was intended by both employer and employee. For purposes of this chapter, the term "volunteer" includes, but is not limited to:

a. Persons who serve in private nonprofit agencies and who receive no compensation other than expenses in an amount less than or equivalent to the standard mileage and per diem expenses provided to salaried employees in the same agency or, if such agency does not have salaried employees who receive mileage and per diem, then such volunteers who receive no compensation other than expenses in an amount less than or equivalent to the customary mileage and per diem paid to salaried workers in the community as determined by the department; and

b. Volunteers participating in federal programs established under Pub. L. No. 93-113.

If you have any questions, please feel free to contact me at (561) 253-1361 ext.109.

Best Regards,

Georgia Rose
Community Back to School Bash
2009 Volunteer Coordinator

PARTICIPATING ORGANIZATIONS

211 Palm Beach/
Treasure Coast

Adopt-A-Family
of the Palm Beaches

Caridad Center

Center for
Family Services

Child & Family
Connections

Children's Services
Council of
Palm Beach County

Families First of Palm
Beach County

Farmworker
Coordinating Council

Foster/Adoptive Parent
Association

Guatemalan Maya
Center

Legal Aid Society
of Palm Beach County

The Lord's Place

New Hope Charities

NCCI Holdings, Inc.

NOAH

Operation Hope

Palm Beach County
Schools Intervention
Services

Sickle Cell Foundation

Spirit of Giving Network
& member agencies

United Way
of Palm Beach County

ALL CONTRIBUTIONS TO THE COMMUNITY BACK TO SCHOOL BASH, A NOT-FOR-PROFIT, TAX-EXEMPT ORGANIZATION, DIRECTLY BENEFIT THE CHILDREN SERVED BY THE COLLABORATING AGENCIES. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION FOR THE COMMUNITY BACK TO SCHOOL BASH, INC., (CH26414) MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-435-7352 WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.