

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 6, 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: three (3) fully-executed original Agreements for Recreation Assistance Program (RAP) funding as follows:

- A) Agreement with Palm Beach Community College for the period September 3, 2009, through December 30, 2009, in an amount not-to-exceed \$5,000 for the 2009 Project Upward Bound trip;
- B) Agreement with The Sean Green Performing and Fine Arts Academy, Inc. for the period August 26, 2009, through March 31, 2010, in an amount not-to-exceed \$8,000 for dance programs; and
- C) Agreement with Knights of Pythagoras Networking, Inc. for the period September 3, 2009, through October 31, 2009, in an amount not-to-exceed \$2,500 for after school programs and events.

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 three 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: Three fully executed Agreements


Recommended by:


Department Director

9-15-09

Date

Approved by:


Assistant County Administrator

9/28/09

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>15,500</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>
NET FISCAL IMPACT	<u>15,500</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

A) Contributions-Non-Govts Agnces	3600-583-R917-041-8201	\$5,000
B) Contributions-Non-Govts Agnces	3600-583-R917-042-8201	\$8,000
C) Contributions-Non-Govts Agnces	3600-583-R917-043-8201	<u>\$2,500</u>
	Total	\$15,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 9/24/09
 OFMB 9/24/09

[Signature] 9/24/09
 Contract Development and Control

B. Legal Sufficiency:

Anne Delgado 9/25/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PALM BEACH COMMUNITY COLLEGE FOR THE 2009 PROJECT UPWARD
BOUND TRIP**

THIS AGREEMENT is made and entered into on 9-3-09, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Palm Beach Community College, a community college within the State of Florida Community College System, hereinafter referred to as "PBCC".

WITNESSETH:

WHEREAS, PBCC sponsors the Project Upward Bound program; and

WHEREAS, Project Upward Bound provides supplemental instructions to high school students in math, English, Science and language, and offers student participants an annual trip to expose them culturally to other venues which they do not have the opportunity to experience on their own; and

WHEREAS, Project Upward Bound's 2009 trip involves taking students to Universal Studios in Orlando to attend "Performing Arts and Entertainment – Curtains Up!" and "Career Development – Purring your Career on Track!" workshops to be held in September of 2009; and

WHEREAS, the Upward Bound program increases exposure of the high school students to cultural and academic experiences; and

WHEREAS, the Upward Bound 2009 trip will be attended by thirty (30) students and four (4) chaperones; and

WHEREAS, the Upward Bound 2009 trip will cost approximately \$5,000 for registration, transportation costs, lodging costs, meals, and other miscellaneous expenses associated with the trip; and

WHEREAS, PBCC has requested from County an amount not to exceed \$5,000 to offset costs for the Upward Bound 2009 trip; and

WHEREAS, County desires to provide funding to help offset costs for the Upward Bound 2009 trip; and

WHEREAS, funding for the Upward Bound 2009 trip in an amount not to exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, PBCC's participation in programs to expose high school students to academic, social, cultural, and recreational experiences is 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 \$5,000 to PBCC for Project Upward Bound trip costs for registration, transportation costs lodging costs, meals, and other miscellaneous expenses associated with the trip, 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 PBCC 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 PBCC. Said information shall list each invoice paid by PBCC and shall include the vendor invoice number; invoice date; and the amount paid by PBCC along with the number and date of the respective check or proof of payment for said payment. PBCC shall attach a copy of each vendor invoice paid by PBCC 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, PBCC's Program Administrator and Project Financial Officer shall certify the total funds spent by PBCC on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by PBCC and approved by PBCC as indicated.

3. PBCC incurred expenses for the Project beginning on July 1, 2009. Those costs incurred by PBCC for the Project, approved and submitted accordingly by PBCC

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 PBCC 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. PBCC agrees, warrants, and represents that all of the employees and participants in the Project were 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.

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

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

8. The parties agree that, in the event PBCC is in default of its obligations under this Agreement, the County shall provide PBCC thirty (30) days written notice to cure the default. In the event PBCC 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 PBCC for the Project deemed to be in default and PBCC shall return any County RAP funds already collected by PBCC for the Project.

9. 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 8 above.

10. PBCC must complete the Project by September 30, 2009 and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2009, through September 30, 2009. PBCC 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 PBCC may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny PBCC's request for said extension.

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

12. PBCC 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 PBCC. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

14. It is understood and agreed that PBCC 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. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, PBCC 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 PBCC, 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 PBCC is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, PBCC acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event PBCC maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, PBCC shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

PBCC agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes 440.

Prior to execution of this Agreement by the County, PBCC shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. 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.

Compliance with the foregoing requirements shall not relieve PBCC of its liability and obligations under this Agreement.

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

17. PBCC 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 PBCC,

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

18. The County and PBCC 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, PBCC 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.

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

22. 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 PBCC:

President
Palm Beach Community College
4200 Congress Avenue
Lake Worth, FL 33461

23. 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

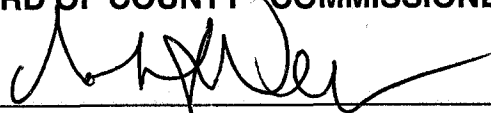
Agreement on the date first above written.

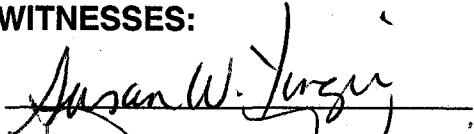
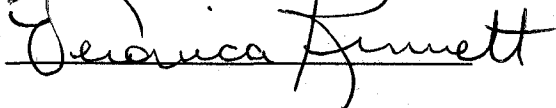
ATTEST:
SHARON R. BOCK, Clerk & Comptroller

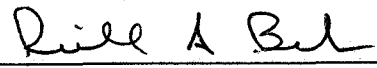
ON BEHALF OF

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

By: _____
Deputy Clerk

By: 
~~John F. Keons, Chairman~~
~~Robert Weisman, County Administrator~~

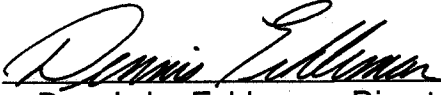
WITNESSES:



PALM BEACH COMMUNITY COLLEGE, ON BEHALF OF ITS BOARD OF TRUSTEES
By:  8/12/09

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: 
County Attorney

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

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

Municipality: Palm Beach Community College
Mailing Address: 4200 Congress Avenue – MS #1, Lake Worth, FL 33461

Name of President: Dr. Dennis P. Gallon

Project Liaison Information:

Name: James Culver, Director
Telephone #: 868-3072
Fax #: 868-3605
e-mail: Culverj@pbcc.edu

PROJECT INFORMATION

1. Name of Project: 2009 Project Upward Bound Trip to Orlando
2. Project Description
 - General (Project Scope): Project Upward Bound provides supplemental instructions to high school students in math, English, Science and language and exposes students to diverse cultural and educational activities through an annual student trip. The 2009 Project Upward Bound trip will take students to Universal Studios in Orlando to participate in student workshops entitled "Public Arts and Entertainment Workshop – Curtains Up!" and "Career Development – Putting your Career on Track".
 - Public Purpose: To increase high school completion and subsequent enrollment into a post-secondary institution, while increasing exposure to diverse educational and cultural activities.
 - Location: Trip to Universal Studios in Orlando from September 11-12, 2009
 - Anticipated Number of Participants/Users: approximately 30 students and four chaperones
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.

Registration fees, transportation costs, lodging expenses, meals, and other miscellaneous expenses associated with the trip to Universal Studios
4. Estimated Lump Sum Total for Project: \$ 5,000
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). July 1, 2009 to September 30, 2009

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

6. Required Attachments: Insurance Certificate(s) X

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

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)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

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

 Administrator Date

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

 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/09

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.

7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819
FCCRCM 352-955-2190

INSURED
Palm Beach Community College

4200 Congress Avenue

Lake Worth, FL 33461-4796

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 #
INSURER A: Qualified Self Insurer	
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								
A		GENERAL LIABILITY <input checked="" 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	RMC2009-0301	03/01/09	03/01/10	EACH OCCURRENCE \$100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Ea Occurrence Agg 200,000								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RMC2009-0301	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$100,000 BODILY INJURY (Per accident) \$200,000 PROPERTY DAMAGE (Per accident) \$ INCLUDED								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Self Insured per Florida Statute 768.28 - \$100,000 per Person / \$200,000 per Occurrence Aggregate with respects 2009 Project Upward Bound trip to Universal Studios in Orlando, FL from 9/11/2009- 9/12/2009

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
Parks and Recreation Department

2700 6th Avenue South

Lake Worth, FL 33461

USA

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 *Barb Jellison*

ACORD 25 (2001/08) barell
12866440

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/09

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819

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

INSURED
Palm Beach Community College
4200 Congress Avenue
Lake Worth, FL 33461

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ACE American 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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <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	\$
		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 AUTO ONLY: 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	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WLRC44367063	03/01/09	03/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Regarding 2009 Project Upward Bound trip to Universal Studios in Orlando, FL from 9/11/2009 - 9/12/2009

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
Parks & Recreation Department
2700 6th Avenue So.
Lake Worth, FL 33461

USA

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



ACORD 25 (2001/08) johdagul
12866526

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SEAN GREEN PERFORMING AND FINE ARTS ACADEMY, INC. FOR DANCE PROGRAMS

THIS AGREEMENT is made and entered into on 8-26-09, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and The Sean Green Performing and Fine Arts Academy, Inc., hereinafter referred to as "Sean Green".

WITNESSETH:

WHEREAS, Sean Green is a not-for-profit organization whose mission is to educate and enrich the quality of life for youth in underserved Palm Beach County communities by providing a conglomerate of high quality performing and fine arts educational programs that will instill a passion for the arts in participants and will provide training necessary to attain personal excellence and self-confidence; and

WHEREAS, Sean Green offers the Sean Green Dance Program (The Program), which is designed to be fun, educational, and age-appropriate; and

WHEREAS, the Program's aim is to bring together youth from a broad cross section of cultures without regard to racial, educational, or economic backgrounds, ensuring that underserved students will receive quality instruction at an affordable cost; and

WHEREAS, semi-annual public dance performances are held to allow students to receive public recognition for their work; and

WHEREAS, approximately seventy five (75) children from low income families will be served through the Program; and

WHEREAS, the Program costs approximately \$60,000 for instructors, insurance, and other miscellaneous expenses; and

WHEREAS, Sean Green has requested that County provide \$8,000 to help offset costs for the Program; and

WHEREAS, funding for the Program in an amount not-to-exceed \$8,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, recreational and cultural arts 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 \$8,000 to Sean Green to help offset costs for the Program for instructors, insurance, and other miscellaneous expenses related to the Program as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Sean Green 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 Sean Green. Said information shall list each invoice paid by Sean Green and shall include the vendor invoice number; invoice date; and the amount paid by Sean Green along with the number and date of the respective check or proof of payment for said payment. Sean Green shall attach a copy of each vendor invoice paid by Sean Green 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, Sean Green's Program Administrator and Project Financial Officer shall certify the total funds spent by Sean Green on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Sean Green and approved by Sean Green as indicated.

3. Sean Green incurred expenses for the Project beginning on June 1, 2009. Those costs incurred by Sean Green for the Project, approved and submitted accordingly by Sean Green subsequent to June 1, 2009, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Sean Green 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. Sean Green warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Sean Green 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. Sean Green shall be responsible for the 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 Sean Green is in default of its obligations under this Agreement, the County shall provide Sean Green thirty (30) days written notice to cure the default. In the event Sean Green 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 Sean Green for the Project deemed to be in default and Sean Green shall return any County RAP funds already collected by Sean Green 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. Sean Green shall complete the Project by December 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2009, through December 31, 2009. Sean Green 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 Sean Green may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Sean Green's request for said extension.

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

13. Sean Green 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 Sean Green. 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 Sean Green 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, Sean Green 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 Sean Green, 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 Sean Green is eligible to receive reimbursement from the County.

16. Sean Green 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. Sean Green 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 Sean Green are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Sean Green under this Agreement.

Commercial General Liability. Sean Green 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' Risk Management Department. Sean Green shall provide this coverage

on a primary basis.

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

Additional Insured. Sean Green 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." Sean Green shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Sean Green 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 Sean Green 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 Sean Green enter into such an agreement on a pre-loss basis.

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

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

19. The County and Sean Green 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, Sean Green 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 Sean Green Performing and Fine Arts Academy, Inc.:

President
Sean Green Performing and Fine Arts Academy, Inc.
1947 Stafford Way
West Palm Beach, FL 33409

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

Louise Kelly

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

Sandra L. Smith

By: [Signature]
Robert Weisman, County Administrator

WITNESSES:

Ausan W. Trapp

**THE SEAN GREEN PERFORMING AND FINE
ARTS ACADEMY, INC.
FEI Number: 260724731**

Denisea Bennett

By: Troy Green
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: [Signature]
Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: The Sean Green Performing and Fine Arts Academy, Inc.
Mailing Address: 1947 Stratford Way, West Palm Beach, Florida 33409
Federal Employer Identification Number: 26-0724731
Name of President: Troy "Sean" Green
Name of Executive Director: Elizabeth Green

Project Liaison Information:

Name: Timothy L. Shannon, Director of Internal Affairs
Telephone #: (561) 667-2091
Fax #: (561) 712-4555
E-mail: asktimshannon@aol.com

Purpose/Mission of Agency: The Sean Green Performing and Fine Arts Academy (SGPFAA) is a 501(c)(3), not-for-profit charitable organization that relies on the financial support of individuals, corporations, and foundations to achieve its mission to educate and enrich the quality of life for youths in underserved Palm Beach County communities by providing a conglomerate of high-quality performing and fine arts educational programs, which will instill a passion for the arts that will last a life time. The SGPFA Academy also provides the training necessary to attain personal excellence and strengthen self confidence while supporting wholesome family and communal values.

PROJECT INFORMATION

1. **Name of Project:** Sean Green Performing and Fine Arts Academy, Inc. – Dance Programs
2. **Project Description:**

- **General (Project Scope):** Youth learn best when they enjoy what they are doing, therefore, every class offered at The SGPFA Academy is designed to be fun as well as educational. Classes are structured by age and experience to insure that each student has an opportunity to participate at a level that is appropriate for their ability. Instructors take time out to work with each student individually to help them maximize their potential.

Students of the SGPFA Academy are encouraged to totally immerse themselves in the various dance forms in order to fully develop their artistic potential. Staff dance instructors integrate the history of different dance forms into the curriculum so that students master both the content and context of the medium. As a result, students complete each course with a thorough understanding of the dance forms as well as an increased sense of self. A public performance or exhibition is held twice a year to engage the community and allow the students to receive public recognition for their work.

The SGPFA Academy seeks to attract and retain the most talented dancers in the area to provide instruction to its students. Dancers bring a wealth of experience to each course and are chosen for their ability to serve as positive role models as well as for their artistic accomplishments.

- **Public Purpose:** Founded in 2007, The Sean Green Performing and Fine Arts Academy aim is to bring together youths from a broad cross-section of cultures, without regard to their racial, educational, or economic background to study the arts. Our vision is to provide inspiration, opportunity, and encouragement to young people who are interested in acquiring or developing their skills in various creative art forms such as dance, theatre, music, literary, and visual arts, as well as the skills necessary to complement their artistic pursuits. We strive to develop youth into adults who will become consumers of and contributors to the local, national and global arts community and who will also become actively involved in the issues of their times.

We believe and understand that the arts can be used to build self-esteem, promote social development, improve school performance and help youth develop the discipline necessary to achieve success in other areas of their lives. In pursuit of these goals, students are engaged in dance projects and programs that are designed to foster personal growth and development.

- **Location and Date:** Sean's Dance Factory, 4275 Okeechobee Boulevard, Unit I, West Palm Beach, Florida 33409
- **Anticipated Number of Participants/Users:** The requested amount will be used to cover tuition and program fees for 75 underserved students to receive quality instruction from professional instructors at a cost that is affordable for families with this grant funding available for low-income 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.

Project elements include costs paid for adjunct dance instructors, insurance and other miscellaneous project expenses.

4. **Estimated Lump Sum Total for Project:** \$60,000.00

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). **June 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(s) of Insurance X

Amount of Recreation Assistance Program Funding awarded:

 \$8,000.00

District 7
(filled in by County)



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

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
7/30/09

PRODUCER
FOR SERVICE CALL:
FRANCIS L. DEAN & ASSOCIATES, INC.
1776 S. NAPERVILLE RD., BLDG. B
P.O. BOX 4200
WHEATON, IL 60189
(800) 746-2409
www.fdean.com

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION
(PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS.

Sean Green Performing and Fine Arts Academy
1947 Stratford Way
West Palm Beach, FL 33409 CERT #P1GL-100489-01

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	STARR INDEMNITY & LIABILITY COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

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.

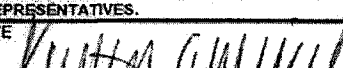
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	P1GL-100000-01	5/5/09	5/5/10	GENERAL AGGREGATE \$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000.00
	<input type="checkbox"/> 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) \$ 5,000.00
					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 EMPLOYER'S LIABILITY				EL EACH ACCIDENT \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				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.
Palm Beach County as an additional insured with regards to Sean Green Performing Arts Academy

CERTIFICATE HOLDER

Palm Beach County
C/O Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33463

CANCELLATION
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 

THE SEAN GREEN PERFORMING AND FINE ARTS ACADEMY, INC.

TROY D. GREEN
Founder & President

ADMINISTRATIVE OFFICE:
1947 Stratford Way
West Palm Beach, Florida 33409
Direct: (561) 541-7346

EMAIL:
sdancef@hotmail.com

WEB:
seansdancefactory.com

RE: Workman's Compensation

Ms. Susan Yinger
Palm Beach County
Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

Dear Ms. Yinger:

The non-profit organization has fewer than 4 employees, and therefore, by Florida statutes, is not required to carry workman's comp insurance.

Sincerely,



7-27-09

Mr. Troy D. Green, Founder & President
The Sean Green Performing and Fine Arts Academy, Inc.

Enclosures: RAP Exhibit A

TDG/tls

AGREEMENT BETWEEN PALM BEACH COUNTY AND KNIGHTS OF PYTHAGORAS NETWORKING, INC. FOR FUNDING OF AFTER SCHOOL PROGRAMS AND EVENTS

THIS AGREEMENT is made and entered into on 9-3-09, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Knights of Pythagoras Networking, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Knights of Pythagoras".

WITNESSETH:

WHEREAS, Knights of Pythagoras is a not-for-profit organization whose purpose is to educate and inspire young men and women in Palm Beach County by promoting a healthy lifestyle through positive peer pressure and community leadership; and

WHEREAS, Knights of Pythagoras is a non-traditional program that exposes boys and girls from ages seven (7) through seventeen (17) to historical, cultural, and educational events, through its after school programs and events; and

WHEREAS, during the 2008-2009 school year Knights of Pythagoras offered after school programs and miscellaneous events such as the Mother's Day and Father's Day recognition events at the Delray Beach Full Service Center, which is a Palm Beach County School District alternative school; and

WHEREAS, approximately 250 youth participated in the after school programs and events; and

WHEREAS, the total cost of the after school programs and events was approximately \$5,000 for printing, award items (trophies, certificates and ribbons, medallions, etc.) food, facility rental costs, books, t-shirts, entertainment expenses, and other miscellaneous after school program and event expenses, and

WHEREAS, Knights of Pythagoras has requested that County provide \$2,500 to help offset expenses of the after school program and events; and

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

WHEREAS, community programs benefiting the children and youth 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 \$2,500 to Knights of Pythagoras for printing, award items (trophies, certificates and ribbons, medallions, etc.) food, facility rental costs, books, t-shirts, entertainment expenses, and other miscellaneous after school program and event 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 Knights of Pythagoras 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 Knights of Pythagoras. Said information shall list each invoice paid by Knights of Pythagoras and shall include the vendor invoice number; invoice date; and the amount paid by Knights of Pythagoras along with the number and date of the respective check or proof of payment for said payment. Knights of Pythagoras shall attach a copy of each vendor invoice paid by Knights of Pythagoras 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, Knights of Pythagoras' Program Administrator and Project Financial Officer shall certify the total funds spent by Knights of Pythagoras on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Knights of Pythagoras and approved by Knights of Pythagoras as indicated.

3. Knights of Pythagoras incurred expenses for the Project beginning on October 1, 2008. Those costs incurred by Knights of Pythagoras for the Project, approved and submitted accordingly by Knights of Pythagoras subsequent to October 1, 2008, 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 Knights of Pythagoras 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. Knights of Pythagoras warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Knights of Pythagoras 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. Knights of Pythagoras 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 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Knights of Pythagoras is in default of its obligations under this Agreement, the County shall provide Knights of Pythagoras thirty (30) days written notice to cure the default. In the event Knights of Pythagoras 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 Knights of Pythagoras for the Project deemed to be in default and Knights of Pythagoras shall return any County RAP funds already collected by Knights of Pythagoras 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. Knights of Pythagoras shall complete the Project by June 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2008, through October 31, 2009. Knights of Pythagoras shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Knights of Pythagoras may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Knights of Pythagoras' request for said extension.

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

13. Knights of Pythagoras 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 Knights of Pythagoras. 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 Knights of Pythagoras 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, Knights of Pythagoras 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 Knights of Pythagoras, 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 Knights of Pythagoras is eligible to receive reimbursement from the County.

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

17. Knights of Pythagoras 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 Knights of Pythagoras, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Knights of Pythagoras 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Knights of Pythagoras 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.

21. 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.

22. 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 Knights of Pythagoras:

Executive Director
401 West Atlantic Avenue, Suite 09
Delray Beach, FL 33444

23. 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:

Louise Kelly
Sandra Smith

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

By: [Signature]
Robert Weisman, County Administrator

WITNESSES:

Arsana W. Jeger
[Signature]

KNIGHTS OF PYTHAGORAS NETWORKING, INC.

EIN Number: 61-149812
By: C. Row Allen
Name (Type or Print)
Title: CEO
By: [Signature]
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Delgado
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

Name of Agency: Knights of Pythagoras Networking, Inc.
Mailing Address: 401 West Atlantic Avenue, Suite 09, Delray Beach, FL 33444
Federal Employer Identification Number: 61-1479812
Name of President: Arthur L. Drago
Name of Executive Director: Robert Dodd
Project Liaison Information:
Name: Robert Dodd or CRon Allen
Telephone #: 561-665-0151
e-mail: rallen2803@aol.com

Purpose/Mission of Agency: To educate and inspire young men and women in Palm Beach County by promoting a healthy lifestyle through positive peer pressure and community leadership.

PROJECT INFORMATION

1. Name of Project: Knights of Pythagoras After School Program and Events
 2. Project Description
 - General (Project Scope):
Knights of Pythagoras, Inc. offers after school programs to expose at-risk boys and girls from age seven through 17 to historical, cultural, and educational activities and events through after school programs.
 - Public Purpose: This organization impacts South Palm Beach County's future by providing an opportunity to teach children and youth history, to recognize their parents, and to reinforce parental involvement in their children's lives
 - Location and Date:
After school programs are conducted daily at the Delray Beach Full Service Center, an alternative school that operates through the Palm Beach County School District. Special events and activities are also held at that location throughout the year including Mother's Day and Father's Day recognition events, and other miscellaneous events and activities.
 - Anticipated Number of Participants/Users: Approximately 250 children, youth, and their families participate in after school programs and events throughout the year.
 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. Printing, award items (trophies, certificates, ribbons, medallions, etc.) food, facility rental costs, books, t-shirts, entertainment expenses, supplies, and other miscellaneous program and event expenses.
 4. Estimated Lump Sum Total for Project: \$ 5,000
 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). October 1, 2008 to June 30, 2009
- Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.
6. Required Attachment: N/A Waived per Dick Cohen, since Knights of Pythagoras carried School Board Insurance for Delray Beach Full Service Center

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



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			Expense Description
		Key	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

Susan Yinger

From: Dick Cohen
Sent: Thursday, August 06, 2009 10:12 AM
To: Susan Yinger

I have reviewed: "AGREEMENT BETWEEN PALM BEACH COUNTY AND KNIGHTS OF PYTHAGORAS NETWORKING, INC. FOR FUNDING OF AFTER SCHOOL PROGRAMS AND EVENTS".

Risk Management is agreeable to waiving all insurance requirements related to this agreement based on conversations with the PBCSD's Risk Management and there assurance that coverage is provided thru the PBCSD

Dick Cohen, CPCU, CIC, ARM-P
Manager, Casualty/Property Insurance Div.
Risk Management Dept.
Palm Beach County
100 Australian Ave., Ste 200 (new street, suite address)
West Palm Beach, Fl 33406
phone: 561-233-5432
cell: 561-373-8336
fax: 561-233-5420
email: dlcohen@pbcgov.org