

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2006

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 Acreage Athletic League, Inc. for the period August 15, 2006, through September 30, 2006, in an amount not-to-exceed \$14,500 for the purchase of equipment and batting cages for the baseball program.

Summary: This funding is to help offset costs for equipment and batting cages purchased by the Acreage Athletic League, Inc. for its baseball program. The baseball program serves approximately 800 participants annually. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to October 1, 2005. Funding is from the Recreation Assistance Program (RAP). **District 6 (AH)**

Background and Justification: Acreage Athletic League, Inc. is a not-for-profit volunteer organization whose purpose is to provide a recreational youth baseball program for the Acreage area. The program takes place at Community Park in Loxahatchee.

The annual budget for the Acreage Athletic League is \$75,000 for advertising, trophies, affiliation fees, background check fees, coaching clinics, equipment, field equipment, umpire fees, and uniforms. The RAP funding will help offset \$14,500 of that amount. The Agreement has been executed on behalf of Acreage Athletic League, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement


Recommended by:


Department Director

Date

7/18/06

Approved by:


Assistant County Administrator

Date

8/7/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>14,500</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>14,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Recreation Assistance Program
 District 6 3600-583-R906-115-8201 \$14,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

OFMB 7/25/06 ms 7-24-06 DM 7-21-06 7/26/06 7/26/06
 Contract Development and Control

B. Legal Sufficiency:

Anne Delgant 8/1/06
 Assistant County Attorney

This Contract complies with our contract review requirements.
 Perpetual Lic. is obtaining updated proof of insurance.

C. Other Department Review:

 Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE ACREAGE ATHLETIC LEAGUE, INC. FOR THE PURCHASE OF EQUIPMENT AND BATTING CAGES FOR THE BASEBALL PROGRAM

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 The Acreage Athletic League, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Acreage Athletic League."

WITNESSETH:

WHEREAS, Acreage Athletic League is a not-for profit volunteer organization whose purpose is to provide a recreational youth baseball program for the Acreage area; and

WHEREAS, Acreage Athletic League serves approximately eight hundred (800) participants annually; and

WHEREAS, the total annual budget for Acreage Athletic League is approximately \$75,000 for advertising, awards and trophies, affiliation fees, background check fees, coaching clinics, equipment, field equipment, umpire fees, and uniforms; and

WHEREAS, Acreage Athletic League has requested \$14,500 from County to assist with the purchase of equipment and batting cages; and

WHEREAS, recreational programs and sports training are deemed to serve a public purpose; and

WHEREAS, County desires to provide funding to the Acreage Athletic League for the purchase of equipment and batting cages; and

WHEREAS, funding for the Acreage Athletic League for the purchase of equipment and batting cages in an amount not-to-exceed \$14,500 is available from the Recreation Assistance Program (RAP) - District 6; 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 \$14,500 to Acreage Athletic League for the purchase of batting cages and equipment, 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 Acreage Athletic League 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 Acreage Athletic League. Said information shall list each invoice paid by Acreage Athletic League and shall include the vendor invoice number; invoice date; and the amount paid by Acreage Athletic League along with the number and date of the respective check or proof of payment for said payment. Acreage Athletic League shall attach a copy of each vendor invoice paid by Acreage Athletic League 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, Acreage Athletic League's Program Administrator and Project Financial Officer shall certify the total funds spent by Acreage Athletic League on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Acreage Athletic League and approved by Acreage Athletic League as indicated.

3. Acreage Athletic League incurred expenses for the Project beginning on October 1, 2005. Those costs incurred by Acreage Athletic League for the Project, approved and submitted accordingly by Acreage Athletic League subsequent to October 1, 2005, 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 Acreage Athletic League 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. Acreage Athletic League warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Acreage Athletic League 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.

7. Acreage Athletic League shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until September 30, 2006, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Acreage Athletic League is in default of its obligations under this Agreement, the County shall provide Acreage Athletic League thirty (30) days written notice to cure the default. In the event Acreage Athletic League 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 Acreage Athletic League for the Project deemed to be in default and Acreage Athletic League shall return any County RAP funds already collected by Acreage Athletic League 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. Acreage Athletic League shall complete the Project and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on September 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Acreage Athletic League may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Acreage Athletic League's request for said extension.

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

13. Acreage Athletic League 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 Acreage Athletic League. 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 Acreage Athletic League 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, Acreage Athletic League 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 Acreage Athletic League, 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 Acreage Athletic League is eligible to receive reimbursement from the County.

16. Acreage Athletic League 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. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Acreage Athletic League are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Acreage Athletic League under this Agreement.

Commercial General Liability. Acreage Athletic League 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. Acreage Athletic League shall provide this coverage on a primary basis.

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

Additional Insured. Acreage Athletic League 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." Acreage Athletic League shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Acreage Athletic League 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 Acreage Athletic League 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 Acreage Athletic League enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Acreage Athletic League shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read

Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

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

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

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

19. The County and Acreage Athletic League 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, Acreage Athletic League 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 Acreage Athletic League:

President
Acreage Athletic League, Inc.
7040 Seminole Pratt Whitney Road
Suite 25 PMP #74
Loxahatchee, Fl 33470

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

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

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

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

By: _____
Deputy Clerk

By: _____
Tony Maslotti, Chairman

WITNESSES:

THE ACREAGE ATHLETIC LEAGUE, INC.
FEI Number: 65-0602459

By: _____
Name (Type or Print)

Title: _____

By: _____
Signature

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**

BACKGROUND INFORMATION

Name of Agency: **The Acreage Athletic League, Inc.**
Mailing Address: 7040 Seminole Pratt Whitney Road
Suite 25 PMP #74
Loxahatchee, FL 33470

Name of Chairman/President: Robert Miller

Name of Executive Director: Robert Miller

Project/Project Liaison Information:
Name: **Lisa Chalkley, League Secretary**
Telephone #: 561-333-9489
Fax #: 561-964-3930
e-mail: mooger2000@aol.com

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **Purchase of Equipment and Batting Cages for Baseball Program**
2. Project/ Program Description
 - General (Project Scope): To provide a recreational youth baseball program for the Acreage area.
 - Public Purpose: To provide sports for the children in the Acreage community.
 - Location: Community Park
6701 140th Avenue
Loxahatchee, FL 33470
 - Anticipated Number of Participants/Users: 800

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

Advertising

Awards – Trophies

Babe Ruth Affiliation Fees

Background Check fees

Coaching Clinics

Equipment: Baseballs, helmets, catchers' gear, pitching machines tees

Field equipment: chalk – paint , stripers – paint & chalk, nets, batting cages

Umpire Fees

Uniforms

4. Estimated Lump Sum Total for Project/Program \$75,000

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame.
October 1, 2005 to July 1, 2006 *September 30, 2006/2007*
month/day/year month/day/year

(Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Liability Insurance Naming Palm Beach County Additional Insured X

Amount of Recreation Assistance Program Funding awarded : \$14,500
District 6

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



American Alternative Insurance Corporation

555 College Road East
Princeton N.J. 08543-5212

**MEMBER CERTIFICATE
COMMERCIAL GENERAL LIABILITY**

Named Insured Member and Address:
Acreage Athletic League
7040 Seminole Pratt Whitney Road, Suite 25, PBM
#74
Loxakata, FL 33470

Policyholder:
Sports and Recreation Providers Association Risk
Management, Inc.
1776 South Naperville Road, Bldg-B
Wheaton IL 60189

Member Certificate No. 76A2GL1013810-00 Policy No. 76A2GL0000001-00

Certificate Coverage Period:

From: 7/1/05 To: 7/1/06 at 12:01 A.M. Standard Time
at the address of the Named Insured Member

Form of Business :

- Individual
- Partnership
- Joint Venture
- Limited Liability Company
- Organization (Other Than Partnership, Joint Venture or Limited Liability Company)

COVERAGE

THE TERMS, EXCLUSIONS AND CONDITIONS OF THE INSURANCE PROVIDED UNDER THIS CERTIFICATE ARE CONTAINED IN THE COMMERCIAL GENERAL LIABILITY POLICY (CGL) ISSUED TO **SPORTS AND RECREATION PROVIDERS ASSOCIATION RISK MANAGEMENT, INC.** THE COMPLETE CGL POLICY IS AVAILABLE FOR YOUR REVIEW AND/OR INSPECTION UPON YOUR REQUEST TO THE PROGRAM ADMINISTRATOR SHOWN BELOW. THE INSURANCE AFFORDED BY THIS CERTIFICATE SHALL NOT AMEND OR ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF THE CGL POLICY INDICATED ABOVE.

DETAILS OF INSURANCE

Limits Of Insurance	\$1,000,000	Each Occurrence Limit
	\$300,000	<input type="checkbox"/> (If checked: Hired and Non-Owned Auto Liability coverage is provided.)
	NOT COVERED	Damages To Premises Rented to You (any one premises)
	\$1,000,000	Medical Expense (any one person)
	\$2,000,000	Personal and Advertising Injury Limit
	\$1,000,000	General Aggregate Limit (per certificate of insurance)
	\$1,000,000	Products-Completed Operations Aggregate Limit
Deductible	N/A	Each Claim

Description of Operations:

Athletic Programs - Amateur

Particulars (Includes Hired and Non-Owned Automobile Liability Coverage)

(Bases of Premium)	Rate	Minimum and Deposit Premium
1960 est. Participants	Per Quotation	\$7,900.00



American Alternative Insurance Corporation

555 College Road East
Princeton N.J. 08543-5212

MEMBER CERTIFICATE COMMERCIAL GENERAL LIABILITY

SUMMARY OF COVERAGE AND EXCLUSIONS

Who Is Covered

This program provides protection for your coaches, volunteers, officers, directors, team or league against claims of bodily injury, liability, property damage liability, and personal and advertising injury liability, and for the litigation costs to defend against such claims. Coverage is offered through Sports and Recreation Providers Association Risk Management, Inc. There is no deductible amount.

What Is Covered:

- | | |
|---|---|
| <input checked="" type="checkbox"/> All activities necessary to conduct of practices or games | <input checked="" type="checkbox"/> Injury or death of participants |
| <input checked="" type="checkbox"/> Cost of investigation and defense of claims, even if groundless | <input checked="" type="checkbox"/> Injury or death of spectators |
| <input checked="" type="checkbox"/> General negligence claims | <input checked="" type="checkbox"/> Injury or death of volunteers |
| <input checked="" type="checkbox"/> Host liquor liability (non-profit) | <input checked="" type="checkbox"/> Ownership, use or maintenance of fields or practice areas |
| | <input checked="" type="checkbox"/> Property damage liability |

Optional Coverage:

- Additional Insureds – subject to approval.
- Hired and non-owned auto liability coverage is available in all states (except: IL, LA, VT). This coverage provides liability protection for rented, borrowed and other non-owned vehicles driven on league or team business.

What is excluded:

Refer to the Commercial General Liability Coverage Form for exclusions. The following are additional exclusions by endorsement to the "policy". ("Policy" means: Declarations, Extension Schedules, Coverage Form and all applicable endorsements.)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Abuse or Molestation | <input checked="" type="checkbox"/> Hepatitis, [HIV, HTLV or AIDS], and Transmissible Spongiform Encephalopathy |
| <input checked="" type="checkbox"/> Aircraft, Autos or Watercraft | <input checked="" type="checkbox"/> Lead Poisoning |
| <input checked="" type="checkbox"/> All Acts Of Terrorism | <input checked="" type="checkbox"/> Medical Payments |
| <input checked="" type="checkbox"/> Asbestos Liability | <input checked="" type="checkbox"/> Nuclear Energy Liability |
| <input checked="" type="checkbox"/> Assault And Battery | <input checked="" type="checkbox"/> Professional Liability |
| <input checked="" type="checkbox"/> Collapse Of Temporary Structures | <input checked="" type="checkbox"/> Pyrotechnics Activity |
| <input checked="" type="checkbox"/> Designated Activities** | <input checked="" type="checkbox"/> Total Pollution |
| <input checked="" type="checkbox"/> Employment Related Practices | <input checked="" type="checkbox"/> War Liability |
| <input checked="" type="checkbox"/> Fungi and Bacteria | |

** There is no liability coverage for claims arising out of any of the following designated activities:

- | | |
|---|---|
| <input checked="" type="checkbox"/> All Motor Sports | <input checked="" type="checkbox"/> Rodeo or any Equestrian Related Sports |
| <input checked="" type="checkbox"/> Ballooning | <input checked="" type="checkbox"/> Sale/Manufacturing Distribution of Athletic Equipment |
| <input checked="" type="checkbox"/> Bungee Jumping | <input checked="" type="checkbox"/> Skin & Scuba Diving |
| <input checked="" type="checkbox"/> Cheerleading Pyramids | <input checked="" type="checkbox"/> Snow Skiing |
| <input checked="" type="checkbox"/> Gymnastics | <input checked="" type="checkbox"/> Squash |
| <input checked="" type="checkbox"/> Luge | <input checked="" type="checkbox"/> Tobogganing |
| <input checked="" type="checkbox"/> Mountain Climbing | <input checked="" type="checkbox"/> Use of Saunas or Tanning Devices |
| <input checked="" type="checkbox"/> Parachuting | <input checked="" type="checkbox"/> Use of Trampolines |
| <input checked="" type="checkbox"/> Polo | <input checked="" type="checkbox"/> Water Slides |
| <input checked="" type="checkbox"/> Rock Climbing | <input checked="" type="checkbox"/> White Water Rafting |

The SUMMARY OF COVERAGE AND EXCLUSIONS shown above is no substitute for reading the entire policy. To receive an entire policy, contact the Program Administrator.



American Alternative Insurance Corporation

555 College Road East
Princeton N.J. 08543-5212

**MEMBER CERTIFICATE
COMMERCIAL GENERAL LIABILITY**

LISTING OF FORMS AND ENDORSEMENTS APPLICABLE TO THIS CERTIFICATE AT ISSUE

Form #	Edition Date	Form Name
CL 2000	(01/96)	Common Policy Dec
IL 00 17	(11 98)	Common Policy Conditions
GL2000a	(01/96)	GL Coverage Part Dec.
VLCW01	(05/96)	Signature Endorsement
CG 00 01	10 01	Commercial General Liability Coverage Form
CG 00 62	12 02	Exclusion- War Liability
CG 01 99	10 93	Illinois Changes
CG 02 00	04 87	Illinois Changes - Cancellation And Non-Renewal
CG 21 35	10 01	Exclusion- Coverage C- Medical Payments
CG 21 46	07 98	Exclusion- Abuse or Molestation
CG 21 47	07 98	Exclusion- Employment Related Practices
CG 21 49	09 99	Exclusion- Total Pollution
CG 21 67	04 02	Exclusion- Fungi or Bacteria
CG 21 75	12 02	Exclusion -Certified Acts Of Terrorism And Other Acts Of Terrorism
GL 2004	11/03	Exclusion- Asbestos
GL2005	11/03	Exclusion- Lead
IL 00 21	04 87	Exclusion- Nuclear Energy Liability
SRGL100	08 04	Member Certificate – Commercial General Liability
SRGL101	08 04	Hired and Non-Owned Automobile Liability
SRGL102	08 04	Association Amendatory
SRGL103	08 04	Condition - Monthly Reporting
SRGL104	08 04	Condition - Unreserved Seating
SRGL105	08 04	Condition - Waiver and Release
SRGL106	08 04	Continuity of Coverage
SRGL107	08 04	Exclusion- Aircraft, Autos or Watercraft
SRGL108	08 04	Exclusion- Collapse of Temporary Structures
SRGL109	08 04	Exclusion- Designated Operations or Activities
SRGL110	08 04	Exclusion- Expected Or Intended Injury
SRGL111	08 04	Exclusion- Hepatitis, TSE, HIV, HTLV or AIDS
SRGL112	08 04	Exclusion- Professional Liability
SRGL113	08 04	Exclusion- Pyrotechnics

This LISTING OF FORMS AND ENDORSEMENTS APPLICABLE TO THIS CERTIFICATE AT ISSUE is no substitute for reading the policy. Additional endorsements may have been issued after the release of this certificate to you. To ensure you have all endorsements or to receive a complete copy of the policy, please contact the Program Administrator.



American Alternative Insurance Corporation

555 College Road East
Princeton N.J. 08543-5212

**MEMBER CERTIFICATE
COMMERCIAL GENERAL LIABILITY**

Schedule of Additional Insureds:

The below entities are added as additional insured(s) to the certificate subject to the scheduled applicable additional insured endorsement.

Applicable Additional Insured endorsements include:

Form No.	Edition Date	Endorsement Title
CG 20 11	07 04	Additional Insured- Lessor of Premises (Describe Leased Premises below.)
CG 20 12	07 98	Additional Insured- State or Political Subdivision-Permits (Designate State or Political Subdivision Below.)
CG 20 15	07 04	Additional Insured- Vendors (Describe "Your Product" below.)
CG 20 28	07 04	Additional Insured- Lessor of Equipment

SCHEDULE

Form No.	Name and Address of Additional Insured:	Form No.	Name and Address of Additional Insured:
CG 20 12	1. Indian Trail Improvement District 13476 61 st Street North West Palm Beach, FL 33412 <u>State or Political Subdivision:</u>	CG 20 15	<u>("Your Product"):</u>
CG 20 12	2. Palm Beach Country Board of County Commissioners c/o Parks & Rec. Dept. 2700 6 th Avenue, South Lake Worth, FL 33461 <u>State or Political Subdivision:</u>	CG 20 28	

This certificate is issued by the program administrator indicated below:

Francis L. Dean & Associates, Inc.
1776 South Naperville Road, building B
Post Office Box 4200
Wheaton, Illinois 60189
(630) 665-7011
or e-mail a request to glpolicy@fdean.com

Authorizing Representative: Francis L. Dean

Francis L. Dean

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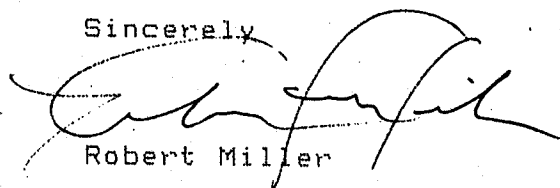
Includes copyrighted material of the Insurance Services Office, Inc. with its permission.

ACREAGE ATHLETIC LEAGUE, INC.
7040 Seminole Pratt Whitney, Inc.
Suite 25 PMP # 74
Loxahatchee, Fl. 33470

To Whom It May Concern:

Please be advised that the Acreage Athletic League
has no employee's, and therefore, is exempt from
holding any type of worker's compensation.

Sincerely,

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

Robert Miller



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: _____

_____ Date

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

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

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

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

 Financial Officer Date

