

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 Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated, for the period August 15, 2006, through January 30, 2007, in an amount not-to-exceed \$5,000 for funding of the Diamond Club Senior Recreational Program.

**Summary:** This funding is to assist with the cost of the Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated's Diamond Club Senior Recreational Program. The program provides social, recreational, and support opportunities for approximately 100 participants. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to April 1, 2006. Funding is from the Recreation Assistance Program (RAP). **District 5 (AH)**

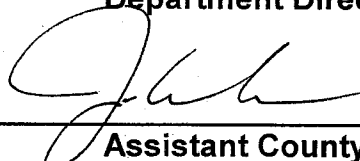
**Background and Justification:** Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated (Ruth Rales) is a not-for-profit non-sectarian human services agency for people of all ages and backgrounds. The agency provides counseling, programs and services for seniors, community outreach, social and educational programs, financial assistance, and volunteer opportunities. The Diamond Club Senior Recreational Program serves participants who are over seventy-five years of age by offering social, recreational, and support opportunities through weekly meetings.

The total cost of the Diamond Club Senior Recreational Program for six months is \$42,000 for socialization programs, case management services, recreational materials, transportation, miscellaneous program expenses, and food. The RAP allocation of \$5,000 from District 5 will help offset the costs for this program. The Agreement has been executed on behalf of Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:   
Department Director

7/19/06  
Date

Approved by:   
Assistant County Administrator

7/27/06  
Date

**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>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>5,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Unit R905  
 Object 8201 Program N/A

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

Recreation Assistance Program

District 5                      3600-583-R905-058-8201                      \$5,000

**C. Departmental Fiscal Review:** ckopelakis

**III. REVIEW COMMENTS**

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

John Smith 7-25-06  
 OFMB  
 BLP 7/25/06  
 mg  
 7-24-06  
John J. Jacoby 7/26/06  
 Contract Development and Control

**Legal Sufficiency:**

Anne Delaney 7/27/06  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

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

REVISED 10/95  
 ADM FORM 01

G:\SYINGER\RAP05-06\District 5\Ruth Rales Jewish Family Service of South Palm Beach County Incorporated\AGD.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
RUTH RALES JEWISH FAMILY SERVICE OF SOUTH PALM BEACH COUNTY,  
INCORPORATED**

**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 Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated, a Florida not-for-profit Corporation, hereinafter referred to as "Ruth Rales."

**WITNESSETH:**

**WHEREAS**, Ruth Rales is a non-sectarian human services agency for people of all ages and backgrounds, which provides counseling, programs and services for seniors, families and youth, community outreach, social and educational programs, financial assistance, and volunteer opportunities; and

**WHEREAS**, Ruth Rales offers the Diamond Club Senior Recreational Program (Program) to approximately one hundred (100) seniors aged seventy five years and older; and

**WHEREAS**, the Program provides social, recreational, and support opportunities for participants; and

**WHEREAS**, Diamond Club members meet once a week to discuss current events, social issues, and families; enjoy speakers and entertainment; and become actively involved in community service work; and

**WHEREAS**, the total cost of the Program for a six month period is approximately \$42,000 for socialization programs, case management services, recreational materials, transportation, miscellaneous program expenses, and food; and

**WHEREAS**, Ruth Rales has requested that County provide \$5,000 to help offset expenses for the Program; and

**WHEREAS**, funding for the Program in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) - District 5; and

**WHEREAS**, senior citizen programs and recreational activities serve a public benefit; and

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

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

1. County agrees to fund an amount not-to-exceed \$5,000 to Ruth Rales for the Diamond Club Senior Recreational Program for socialization programs, case management services, recreational materials, transportation, miscellaneous program expenses, and food, 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 Ruth Rales 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 Ruth Rales. Said information shall list each invoice paid by Ruth Rales and shall include the vendor invoice number; invoice date; and the amount paid by Ruth Rales along with the number and date of the respective check or proof of payment for said payment. Ruth Rales shall attach a copy of each vendor invoice paid by Ruth Rales 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, Ruth Rales's Program Administrator and Project Financial Officer shall certify the total funds spent by Ruth Rales on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Ruth Rales and approved by Ruth Rales as indicated.

3. Ruth Rales incurred expenses for the Project beginning on April 1, 2006. Those costs incurred by Ruth Rales for the Project, approved and submitted accordingly by Ruth Rales subsequent to April 1, 2006, 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 Ruth Rales 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. Ruth Rales warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Ruth Rales 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, or sexual orientation.

7. Ruth Rales shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until January 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Ruth Rales is in default of its obligations under this Agreement, the County shall provide Ruth Rales thirty (30) days written notice to cure the default. In the event Ruth Rales 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 Ruth Rales for the Project deemed to be in default and Ruth Rales shall return any County RAP funds already collected by Ruth Rales 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. Ruth Rales shall complete the Project by October 15, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2006, through October 15, 2006. Ruth Rales shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 30, 2007. Upon written notification to

County at least ninety (90) days prior to that date Ruth Rales may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Ruth Rales's request for said extension.

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

13. Ruth Rales 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 Ruth Rales. 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 Ruth Rales 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, Ruth Rales 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 intentional or negligent act or omission of Ruth Rales, 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 apply for the period prior to the Agreement for which Ruth Rales is eligible to receive reimbursement from the County.

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

**Commercial General Liability.** Ruth Rales 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. Ruth Rales shall provide this coverage on a primary basis.

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

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

**Additional Insured.** Ruth Rales 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." Ruth Rales shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Ruth Rales 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 Ruth Rales 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 Ruth Rales enter into such an agreement on a pre-loss basis.

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

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

19. The County and Ruth Rales 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, Ruth Rales 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 Ruth Rales:

Anne Chernin  
Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated  
21300 Ruth & Baron Coleman Boulevard  
Boca Raton, FL 33428

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 Masilotti, Chairman

**WITNESSES:**

Susan W. Yinger  
Veronica Kimmett

**RUTH RALES JEWISH FAMILY SERVICE OF SOUTH PALM BEACH COUNTY, INCORPORATED**  
FEI Number: 65-1115689

By: Jaclynn Fatter  
Name (Type or Print)

Title: Executive Director

By: [Signature]  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
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**

**BACKGROUND INFORMATION**

Name and address of Agency:

Agency Name: **Ruth Rales Jewish Family Service of South Palm Beach  
County, Incorporated**

Mailing Address:  
21300 Ruth & Baron Coleman Boulevard  
Boca Raton, Florida 33428

Federal Employer Identification Number: 65-1115689

Name of President: Michael Mullaugh

Name of Executive Director Dr. Jaclynn Faffer

Project/Project Liaison Information:

Name: Anne Chernin  
Telephone #:561-852-3328  
Fax #:561-852-3197  
e-mail: annec@bocafed.org

**Purpose/Mission of Agency:** Ruth Rales Jewish Family Service of South Palm Beach County, Inc. (RRJFS) is a non-profit, non-sectarian human services agency for people of all ages and backgrounds, offering counseling; programs and services for seniors, families and youth; community outreach; social and educational programs; financial assistance; and volunteer opportunities.

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: **Diamond Club Senior Recreational Program**

2. **Project/ Program Description**

General (Project Scope): The Diamond Club was formed 20 years ago when the club's Volunteer Coordinator and one of its founders, could not find any social activities for her mother-in-law, who was over 90 years of age. It was easy to find clubs for seniors 65 and older who were just retiring to South Florida, but for those 75 years and older there was nothing available. In response to this clear need for the "old-old" segment of the population also to have social, recreational, and support opportunities within the community, Ruth Rales Jewish Family Service developed the Diamond Club. In a community with an unusually high concentration of senior citizens and with an "aging boom" that has dramatically increased both the number of all seniors within South Palm Beach County and made those who are 85 and older the fastest growing segment of the population, the popularity of The Diamond Club, predictably, has grown steadily over time.

**Program Overview:** The Diamond Club is a social and recreational program for senior citizens, age 75 and older. The average participant is in his/her late 80's. Members meet once a week at Temple Emeth in Delray Beach. They discuss such topics as current events, social issues, and families. The members reflect on their lives and the memories they share. They have speakers and entertainment, and they are actively involved in community service work such as creating decorative hats for young cancer patients receiving chemotherapy treatments, making and stuffing pillows which they send to the American Cancer Society, and making lap quilts and bandages for terminally ill patients at Hospice of Palm Beach County.

**Public Purpose:** This program offers a wonderful opportunity for senior members of our community to have a social outlet and an opportunity to mingle with their peers. Most importantly, the group strives to remain active, productive, and involved. The Diamond Club has been in existence for 20 years and currently boasts more than 100 members. A caseworker is always present and also provides follow-up visits to those members in need of additional assistance.

Location: Temple Emeth  
5780 WAtlantic Avenue  
Delray Beach, FL 33484

Anticipated Number of Participants/Users: 100

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.

Socialization Programs:  
Case Management Services  
Recreational Materials  
Transportation  
Miscellaneous  
Food

4. Estimated Lump Sum Total for Project/Program \$42,000. \_\_\_\_\_
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. April 1, 2006 to October 15, 2006

(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 Insurance \_\_\_\_\_
7. Additional Comments if desired:

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

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



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

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

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

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

Key Legend

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

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

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

\_\_\_\_\_  
Administrator Date

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

**PBC USE ONLY**

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

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

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





# ACORD CERTIFICATE OF LIABILITY INSURANCE

561-367-4043

Page: 002-00

PRODUCER (561)392-8888 FAX (561)750-9134  
 Burke, Bogart & Brownell, Inc.  
 181 Crawford Blvd.  
 Boca Raton, FL 33432

DATE (MM/DD/YYYY)  
 06/15/2006

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 Ruth Rales Jewish Family Services of South Pa  
 21300 Ruth & Baron Coleman Blv  
 Boca Raton, FL 33428

### INSURERS AFFORDING COVERAGE

INSURER A: Zenith Insurance Company  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

NAIC #

### COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  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 - COMPIOP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
1	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Z066848202	01/12/2006	01/12/2007	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTI-HER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTI-HER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATU-TORY LIMITS	OTI-HER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												

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

### CERTIFICATE HOLDER

Palm Beach County  
 C/o Parks & Recreation Department  
 Attn: Admin. Support Manager  
 2700 Sixth Avenue North  
 Lake Worth, FL 33461

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Faye Marcus



### **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.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 6/15/2006
<b>PRODUCER</b> SEITLIN 6700 N. ANDREWS AVE #300 FT. LAUDERDALE FL 33309 (954) 938-8788      (954) 938-8566	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Ruth Rales Jewish Family Services of South Palm Beach County, Inc. 21300 Ruth & Baron Coleman Blvd Boca Raton FL 33428	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <u>Progressive Express Ins Co.</u> INSURER B: <u>Evanston Insurance Company</u> INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 10193 35378

**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 ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOG	SM838083 RETRO DATE: 10/15/03	10/15/2005	10/15/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA08220980-0	9/2/2005	9/2/2006	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY:    EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SM838083 RETRO DATE: 10/15/03	10/15/2005	10/15/2006	\$1,000,000 COMB EACH CLAIM \$5,000,000 COMB AGGREGATE LIMIT \$5,000 DEDUCTIBLE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 RE: PROGRAMS AND ACTIVITIES OF RUTH RALES JEWISH FAMILY SERVICES, INC. CERTIFICATE HOLDER AS FUNDING SOURCE IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, SUBJECT TO THE TERMS, CONDITIONS, & EXCLUSIONS OF THE POLICY.

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY C/O PARKS & RECREATION DEPARTMENT ATTN: ADMIN. SUPPORT MANAGER 2700 SIXTH AVENUE SOUTH Lake Worth FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>M. Stel Jackson</i>
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### **IMPORTANT**

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

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

### **DISCLAIMER**

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