

RESOLUTION NO. AC2008-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT, FLORIDA, APPROVING THE AGREEMENT BETWEEN ACME IMPROVEMENT DISTRICT, PALM BEACH COUNTY AND THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY, INC FOR FUNDING OF THE WELLINGTON FACILITY CONSTRUCTION AND AUTHORIZING THE PRESIDENT AND BOARD SECRETARY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Acme Improvement District owns real property known as Community Park located on South Shore Blvd. in Wellington, a portion of which is leased to the Boys and Girls Club of Palm Beach County, Inc.; and

**WHEREAS**, the Boys and Girls Club is planning on constructing a new facility at the site; and

**WHEREAS**, Palm Beach County has agreed to fund a portion of the costs of the new facility; and

**WHEREAS**, a Tri-Party Agreement has been prepared and is attached hereto as Exhibit "A"; and

**WHEREAS**, the staff recommends the Board of Supervisor approve the agreement to facilitate funding and construction of the new Boys and Girls Club Facility in Wellington; and

**WHEREAS**, the Acme Improvement District agrees to assure the property is used for public purposes for at least the rest of the thirty (30) years; and

**NOW, THEREFORE, BE IT RESOLVED BY BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT, FLORIDA, that:**

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true and correct.

**SECTION 2.** The Board of Supervisors hereby approves the Tri-Party Agreement between Palm Beach County, ACME Improvement District, and Boys and Girls Club of Palm Beach County, Inc. for funding of the Wellington facility, attached hereto as Exhibit "A", and authorizes the President and Board Secretary to execute the Purchase and Sale Agreement on behalf of Acme Improvement District.

**SECTION 3.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 9th day of September, 2008.

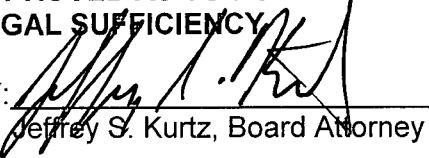
**ATTEST:**

BY:   
Awilda Rodriguez, Board Secretary

**ACME IMPROVEMENT DISTRICT**

BY:   
Darell Bowen, President

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY:   
Jeffrey S. Kurtz, Board Attorney

R 2008: 1922

**AGREEMENT BETWEEN PALM BEACH COUNTY, ACME IMPROVEMENT DISTRICT AND BOYS & GIRLS CLUBS OF PALM BEACH COUNTY, INC. FOR FUNDING OF THE WELLINGTON FACILITY CONSTRUCTION**

**THIS AGREEMENT** is made and entered into on OCT 21 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", Acme Improvement District a dependent district of the Village of Wellington, hereinafter referred to as "DISTRICT", and Boys & Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

**WITNESSETH:**

**WHEREAS**, AGENCY leases property located at the Civic Site of Wellington Countryplace under a long term lease from DISTRICT; and

**WHEREAS**, AGENCY desires to design and construct a new 20,400 square foot Boys & Girls Clubs facility at said property adjacent to the existing Boys & Girls Clubs building, hereinafter referred to as "the Project" at said location; and

**WHEREAS**, AGENCY has asked COUNTY to financially participate in the construction of the Project; and

**WHEREAS**, on November 5, 2002, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to certain recreation and cultural facilities, in the principal amount of \$50 Million "the \$50 Million Recreation and Cultural Facilities Bond"; and

**WHEREAS**, COUNTY has approved a recreation and cultural facilities project list and proposed funding allocations for the \$50 Million Recreation and Cultural Facilities Bond, as amended; and

**WHEREAS**, the Project represents one such recreation/cultural project; and

**WHEREAS**, AGENCY desires to operate and maintain the Project upon its completion; and

**WHEREAS**, the Project shall be open to and benefit all residents of Palm Beach County; and

**WHEREAS**, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

## **ARTICLE 1: GENERAL**

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for COUNTY to assist AGENCY in the funding of the Project.

Section 1.03 COUNTY will pay to AGENCY a total amount not to exceed \$600,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

AGENCY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. AGENCY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 AGENCY agrees to provide funding in an amount of \$2,250,000 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after AGENCY has expended \$2,250,000.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. AGENCY's representative during the construction of the Project shall be Mary O'Connor, Executive Director, Boys & Girls Clubs of Palm Beach County, Inc., at telephone no. 561-683-3287.

Section 1.06 AGENCY shall design and construct the Project upon property leased by AGENCY as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 AGENCY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by AGENCY with regard to the Project. Any dispute, claim, or liability that may arise as a result of AGENCY's procurement is solely the

responsibility of AGENCY and AGENCY hereby holds COUNTY harmless for same to the extent permitted by law.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

Section 2.01 AGENCY shall be responsible for the design and construction of the Project. AGENCY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Agreement by the parties hereto, AGENCY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 AGENCY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY's Representative for review. COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Agreement.

Section 2.04 AGENCY shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.05 Prior to AGENCY commencing construction of the Project, AGENCY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Agreement.

Section 2.06 AGENCY agrees to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Agreement by the parties hereto. Upon notification to COUNTY at least ninety (90) days prior to that date, AGENCY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny AGENCY's request for said extension.

Section 2.07 AGENCY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

### **ARTICLE 3: FUNDING**

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to AGENCY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of AGENCY. Should the total cost of the Project exceed the amount as projected by AGENCY, AGENCY shall obtain and expend the excess funds required for completion of the Project. COUNTY shall not disburse any funds to AGENCY for the Project until AGENCY has obtained and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Agreement to AGENCY on a quarterly basis from the date of execution of this Agreement; however, should the need arise for AGENCY to be reimbursed on a more frequent basis, then COUNTY will, at AGENCY's specific request for each instance, make its best efforts to reimburse AGENCY within forty five (45) days of such special request. For each requested payment, AGENCY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by AGENCY and shall include the vendor invoice number; invoice date; and the amount paid by AGENCY along with the number and date of the respective check or proof of payment for said payment. AGENCY shall attach a copy of each vendor invoice paid by AGENCY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, AGENCY's Project Administrator and Project Financial Officer shall certify the total funds spent by AGENCY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by AGENCY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to AGENCY for the Project until AGENCY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and COUNTY receives and approves all documentation as required in accordance with this Agreement.

COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 AGENCY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to COUNTY.

Section 3.05 COUNTY agrees to reimburse AGENCY an amount not to exceed \$0 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 For construction projects fully funded by COUNTY, no more than 10% of COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by AGENCY, and will not be eligible for reimbursement from COUNTY.

Section 3.07 COUNTY shall reimburse project costs only after AGENCY has expended its share of project funding in its entirety. AGENCY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's President, CEO, Chairman of the Board, Chief Financial Officer, or independent auditor that AGENCY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to AGENCY under this Agreement.

#### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, the Project shall remain the leased property of AGENCY. COUNTY shall not be required to pay AGENCY any additional funds for any other capital improvement required by or of AGENCY.

Section 4.02 AGENCY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. AGENCY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 AGENCY and DISTRICT shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Agreement by the parties hereto. AGENCY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. AGENCY and DISTRICT may not assign this Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to AGENCY for the purpose set forth hereinabove. In the event AGENCY or DISTRICT transfer ownership of the Project to a party or parties not now a part of this Agreement, other than another governmental entity that agrees to assume, in writing, AGENCY and DISTRICT's obligations hereunder, COUNTY retains the right to reimbursement from AGENCY or DISTRICT for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should AGENCY or DISTRICT transfer management of the project to a party or parties not now a part of this Agreement, AGENCY or DISTRICT shall continue to be responsible for the liabilities and obligations as set forth herein. Further,

AGENCY or DISTRICT shall not transfer management of the Project to a third party without the written consent of COUNTY.

## **ARTICLE 5: USE OF THE PROJECT**

Section 5.01 AGENCY and DISTRICT warrant that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis. AGENCY and DISTRICT shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Agreement by the parties hereto. AGENCY and/or DISTRICT shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 AGENCY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY seal and a list of County Commissioners, unless otherwise directed by COUNTY's Representative.

## **ARTICLE 6: ACCESS AND AUDITS**

AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the acquisition/design/construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by AGENCY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

## **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

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

With a Copy to:

County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

As to DISTRICT:

Administrator  
Acme Improvement District  
14000 Greenbriar Boulevard  
Wellington, FL 33414

As to AGENCY:

Executive Director  
Boys & Girls Clubs of Palm Beach County, Inc.  
800 Northpoint Parkway, Suite 204  
West Palm Beach, FL 33407

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

COUNTY may terminate this Agreement upon written notice to AGENCY for non-compliance by AGENCY in the performance of any of the terms and conditions as set forth herein and where AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so. Further, if AGENCY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require AGENCY to reimburse any funds provided to AGENCY pursuant to this Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto 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.



## ARTICLE 10: INDEMNIFICATION

It is understood and agreed that AGENCY 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. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees AGENCY shall indemnify, save and hold harmless and defend 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 AGENCY, its agents, servants and/or employees in the performance of this Agreement.

## ARTICLE 11: INSURANCE

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY's review of acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. **Commercial General Liability.** AGENCY 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. AGENCY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability.** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. **Additional Insured.** AGENCY shall endorse 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." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Builder's Risk and Property Insurance.** AGENCY agrees to maintain property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on AGENCY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. AGENCY shall agree to be fully responsible for any deductible or self-insured retention.

- F. **Umbrella or Excess Liability.** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Waiver of Subrogation.** AGENCY hereby waives any and all rights of Subrogation against 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 AGENCY 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance.** Prior to execution of this Agreement by COUNTY, AGENCY shall deliver to COUNTY a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Contract 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.
- I. **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 Contract. 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.
- J. AGENCY shall require each Contractor engaged by AGENCY for work associated with this Agreement to maintain:
1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
  2. Commercial General Liability Insurance at not less than \$1,000,000 Each Occurrence. COUNTY shall be named in the coverage as an additional insured.

3. Business Auto Insurance with limits of not less than \$1,000,000 each accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

#### **ARTICLE 12: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AGENCY 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 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

#### **ARTICLE 13: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

#### **ARTICLE 14: SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 15: ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between COUNTY, DISTRICT, and AGENCY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 16: THIRD PARTY BENEFICIARIES**

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, 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.

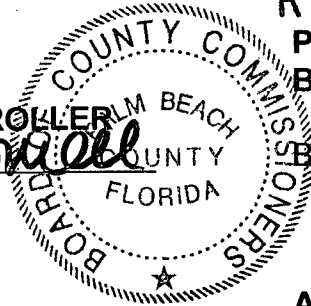
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**ATTEST:**

**SHARON R. BOCK**

**CLERK & COMPTROLLER**

By: *Sharon R. Bock*  
Deputy Clerk



**R 2008 1922 OCT 21 2008**

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

By: *Addie L. Greene*  
Commissioner Addie L. Greene,  
Chairperson

**WITNESSES:**

*Swilda Rodriguez*  
*Janet Carlson*

**ACME IMPROVEMENT DISTRICT**

By: Darell Bowen  
Name (Type or Print)

Title: District Administrator President

By: *[Signature]*  
Signature

**WITNESSES:**

*Joan Jagnis*  
*Lutricia Jenkins*

**BOYS & GIRLS CLUBS OF PALM BEACH  
COUNTY, INC.**

EIN# 237060561

By: *MARY T. O'CONNOR*  
Name (Type or Print)

Title: PRESIDENT & CEO

By: *Mary T. O'Connor*  
Signature

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: *Dennis L. Eshleman*  
Dennis L. Eshleman, Director  
Parks and recreation Department

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: *[Signature]*  
District Attorney

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: *Paul F. [Signature]*  
County Attorney

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
District Attorney

### **LIST OF EXHIBITS**

EXHIBIT A	Project Description, Conceptual Site Plan, and Cost Estimate
EXHIBIT B	Legal Description of Property (Provided by Agency)
EXHIBIT C	Contract Payment Request Form (Page 1 of 2)and Contractual Services Purchase Schedule Form) (Page 2 of 2)
EXHIBIT D	Pre-Agreement Costs List (Not Applicable)

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY –WELLINGTON FACILITY  
CONSTRUCTION

PROJECT DESCRIPTION AND COST ESTIMATE

Project Description

In March of 2006, Boys and Girls Clubs and the Acre Improvement District, a dependent district of the Village of Wellington, entered into a 99 year lease to provide for the construction and occupation of a new 20,400 square foot facility adjacent to the existing Boys & Girls Clubs building located at the Civic Site of the Wellington Countryplace PUD on an approximately 2.5 acre parcel of land at the southeast corner of the Civic Site of the existing ball field adjacent to the Palm Beach County Fire Station. The facility to be constructed will be utilized by the Boys & Girls Clubs for youth development purposes such as education, social recreation, sports and fitness programs, computer technology, arts and crafts, health and life skills, and other programs.

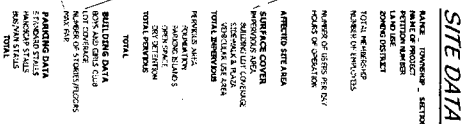
Project Elements

Building Construction for the 20,400 square foot Boys and Girls Clubs Wellington Facility (the Project) includes an exercise room, a gymnasium, a media room, a multi-use lounge, a computer room, game rooms, offices, storage areas, and other miscellaneous usage areas. Drainage and utilities for the facility are also included as project elements.

Parking (42 spaces), landscaping, and an outdoor play area will also be provided as a part of this facility, but are not included as project elements in this funding Agreement.

Project Cost Estimate

The cost estimate for the 20,400 square feet for the building is \$2,850,000, and includes the project elements listed in paragraph 1 of the Project Elements section above.

[illegible][illegible]

LESTER 10000 S. DUBLIN CIRCLE OF PLUM BLVD 600 BURNINGHAM PARKWAY SALT LAKE CITY, UT 84119	LAND DEVELOPMENT CONSULTANTS JOHN S. JENSEN JENSEN ASSOCIATES P.O. BOX 140 SALT LAKE CITY, UT 84146	LANDSCAPE ARCHITECTS 1904 COMMERCIAL BLVD. SUITE 1 APARTER, P. 3340 SALT LAKE CITY, UT 84119	ENGINEERS STANLEY E. & ASSOCIATES INC. 1610 COMMERCIAL BLVD. SUITE 2 SALT LAKE CITY, UT 84119	SURVEYORS SOUTHERN CROSS SURVEYING P.O. BOX 140 SALT LAKE CITY, UT 84146	ARCHITECTS JENSEN ASSOCIATES 100 W. 4TH ST SALT LAKE CITY, UT 84111
---	---	---	--	---	--

QUAKER RIDGE ROAD

SOUTH SHORE BLVD

SOUTHWEST ROAD

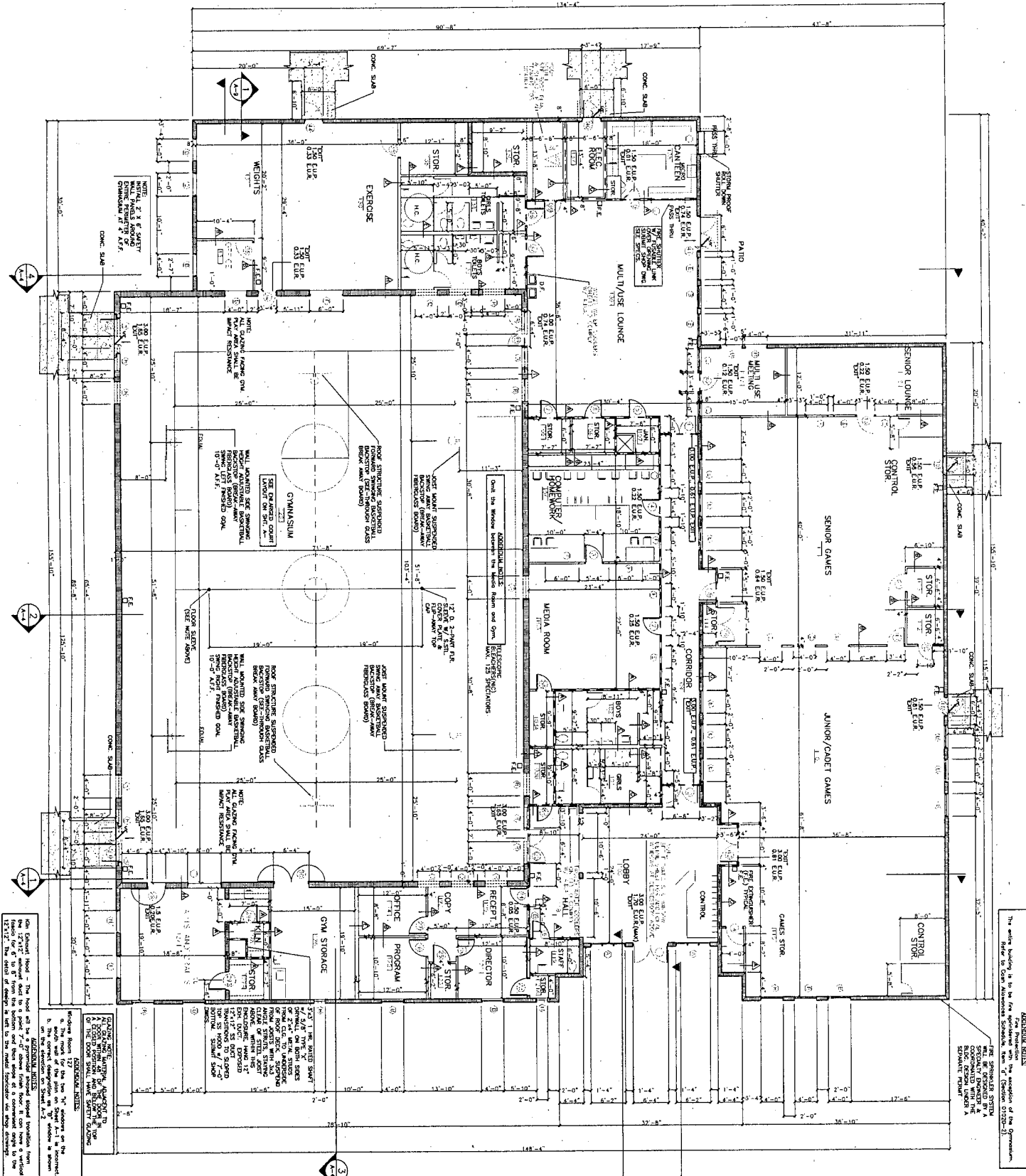
SOUTH SHORE BLVD

**SITE**

LAND RECORDS, COUNTY OF SAN JOAQUIN, CALIFORNIA, RECORDS OF THE COUNTY CLERK, 1850-1900, VOLUME 1, 1850-1859, PAGE 10, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 252



FLOOR PLAN - EXHIBIT "A"



Notes:  
1. The building is to be the first addition to the existing building.  
2. The building is to be the first addition to the existing building.  
3. The building is to be the first addition to the existing building.

FLOOR PLAN

Scale: 1/8" = 1'-0"



- Notes:  
1. The building is to be the first addition to the existing building.  
2. The building is to be the first addition to the existing building.  
3. The building is to be the first addition to the existing building.

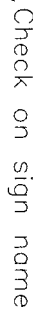
- Notes:  
1. The building is to be the first addition to the existing building.  
2. The building is to be the first addition to the existing building.  
3. The building is to be the first addition to the existing building.

BOYS AND GIRLS CLUB OF PALM BEACH  
WELLINGTON UNIT  
VILLAGE OF WELLINGTON, FLORIDA

Copyright 2001 FRIMET DESIGN ASSOCIATES, ALL RIGHTS RESERVED

FRIMET  
DESIGN  
ASSOC.  
A-1  
PLAN

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/01/01
2	REVISED	01/01/01
3	REVISED	01/01/01
4	REVISED	01/01/01
5	REVISED	01/01/01
6	REVISED	01/01/01
7	REVISED	01/01/01
8	REVISED	01/01/01
9	REVISED	01/01/01
10	REVISED	01/01/01



**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

## SURVEY/LEGAL

### LEGAL DESCRIPTION

LAND DESCRIPTION:  
(DOES NOT MATCH RECORD DEED ORB. 4779, PG. 297)

A PARCEL OF LAND SITUATED IN SECTION 21, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING "CIVIC SITE OF WELLINGTON COUNTRYPLACE - P.U.D.," RECORDED IN PLAT BOOK 38, PAGES 190 AND 191 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS THE FOLLOWING DESCRIBED:

BEGINNING AT THE SOUTHEAST CORNER OF SAID "CIVIC SITE OF WELLINGTON COUNTRYPLACE - P.U.D.," SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SHORE BOULEVARD, AS SHOWN ON THE PLAT OF SOUTHFIELDS PHASE I OF PALM BEACH POLO AND COUNTRY CLUB, AS RECORDED IN PLAT BOOK 39, AT PAGES 19 THRU 22 INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE N 19° 38' 38" W, ALONG THE WESTERLY RIGHT-OF WAY LINE OF SAID SOUTH SHORE BOULEVARD, A DISTANCE OF 521.72 FEET; THENCE S 80° 21' 17" W, A DISTANCE OF 19.94' FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET WHOSE RADIUS AT THIS POINT BEARS S 83° 19' 39" W; THENCE SOUTHERLY ALONG THE ARC OF THE CURVE THRU A CENTRAL ANGLE OF 28° 46' 34", A DISTANCE OF 251.52 FEET TO A POINT; THENCE N 67° 53' 47" W, ALONG A LINE RADIAL TO THE PRECEEDING AND SUCCEEDING CURVE, A DISTANCE OF 20.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF THE CURVE THRU A CENTRAL ANGLE OF 10° 34' 35" A DISTANCE OF 88.60 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 51° 09' 59" E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 15.10 FEET; THENCE S 40° 46' 49" W, A DISTANCE OF 60.51 FEET; THENCE N 50° 07' 40" W, A DISTANCE OF 10.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE HAVING A RADIUS OF 20.00 FEET, WHOSE RADIUS AT THIS POINT BEARS S 06° 33' 59" W; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF THE CURVE THRU A CENTRAL ANGLE OF 96° 06' 58", A DISTANCE OF 33.65 FEET TO A POINT OF TANGENCY (THE PRECEEDING EIGHT COURSES FOLLOW THE EASTERLY EDGE OF PAVEMENT OF THE INTERNAL CIVIC SITE ROAD); THENCE S 00° 27' 01" W, ALONG THE TANGENT TO THE SOUTH LINE OF SAID "CIVIC SITE", A DISTANCE OF 99.67 FEET; THENCE S 89° 32' 59" E, ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, A DISTANCE OF 346.43 FEET.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE  
SCHEDULE FORM



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

\_\_\_\_\_  
Date

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

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

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

CS = Consulting Services  
C = Contractual Services  
M = Materials, Supplies, Direct Purchases  
E = Equipment, Furniture

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**

CS = Consulting Services  
C = Contractual Services  
M = Materials, Supplies, Direct Purchases  
E = Equipment, Furniture

**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

**EXHIBIT C**

Grantee: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Submittal #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Ln	Payee (Vendor/Contractor)	Check or Voucher		Invoice		Amount	Expense Description
		Key	Number	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  
\_\_\_\_\_  
Financial Officer  
\_\_\_\_\_  
Date

EXHIBIT D

PRE-AGREEMENT COST LIST

NOT APPLICABLE



ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/7/2008												
<b>PRODUCER</b> Phone: 212-344-2444 Fax: 212-509-1292 Frank Crystal & Co., Inc. Financial Square 32 Old Slip New York NY 10005		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> Boys & Girls Clubs of Palm Beach County 800 Northpoint Pkwy Suite 204 West Palm Beach FL 33407-1978		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; font-size: 0.8em;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left; font-size: 0.8em;">NAIC #</th> </tr> <tr> <td style="font-size: 0.8em;">INSURER A: Philadelphia Indemnity Ins Co</td> <td style="font-size: 0.8em;">18058</td> </tr> <tr> <td style="font-size: 0.8em;">INSURER B:</td> <td></td> </tr> <tr> <td style="font-size: 0.8em;">INSURER C:</td> <td></td> </tr> <tr> <td style="font-size: 0.8em;">INSURER D:</td> <td></td> </tr> <tr> <td style="font-size: 0.8em;">INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Philadelphia Indemnity Ins Co	18058													
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK325852	7/1/2008	7/1/2009	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MEDEXP (Any one person)</td><td>\$15,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MEDEXP (Any one person)	\$15,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000
EACH OCCURRENCE	\$1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000																	
MEDEXP (Any one person)	\$15,000																	
PERSONAL & ADV INJURY	\$1,000,000																	
GENERAL AGGREGATE	\$3,000,000																	
PRODUCTS - COMP/OP AGG	\$3,000,000																	
		<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				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN AUTO ONLY: EA ACC	\$																	
AGG	\$																	
A	X	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHUB243731	7/1/2008	7/1/2009	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$		\$		\$		
EACH OCCURRENCE	\$10,000,000																	
AGGREGATE	\$10,000,000																	
	\$																	
	\$																	
	\$																	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <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	\$																	
		<b>OTHER</b>																

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's officers, employees, and agents are included as additional insured as granted by the insured's general liability policy.

<b>CERTIFICATE HOLDER</b>  Palm Beach County, c/o Parks & Recreation Department Attn: Contract/Grant Coordinator 2700 Sixth Avenue South Lake Worth FL 33461	<b>CANCELLATION 30</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.
<b>AUTHORIZED REPRESENTATIVE</b> <div style="text-align: right;"><i>Frank Crystal &amp; Co., Inc.</i></div>	

## **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)

5/7/2008

PRODUCER (561) 665-5500  
 Ellis Fargo Insurance Services Southeast, Inc.  
 154 Vista Parkway, Suite 400  
 West Palm Beach, FL 33411-2718

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 Boys & Girls Club of Palm Beach County, Inc.  
 800 Northpoint Pkwy., #204  
 West Palm Beach, FL 33407-1946

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Meadowbrook Ins

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 TR 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 - COMP/OP 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 EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$  \$  \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC0241607	5/19/2008	5/19/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Fax-963-6747 Att Susan Yeager

## CERTIFICATE HOLDER


Parlm Beach County  
 Parks & Recreation Dept.  
 2700 Sixth Ave South  
 Lake Worth, FL 33461-

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Mediana Co. Mediana*

<b>CERTIFICATE OF COVERAGE</b>		
Certificate Holder  BOYS & GIRLS CLUB OF PALM BEACH COUNTY 800 NORTHPOINT PARKWAY SUITE 204 WEST PALM BEACH FL 33407-1978		Administrator  Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065
Issue Date 7/28/08		
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.		
COVERAGE PROVIDED BY: <b>FLORIDA MUNICIPAL INSURANCE TRUST</b>		
AGREEMENT NUMBER: FMIT 0001		COVERAGE PERIOD: FROM 10/1/07
		COVERAGE PERIOD: TO 10/1/0812:01 AM STANDARD TIME
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employment Practice <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b> * Combined Single Limit  Deductible Stoploss \$25,000  <b>Automobile Liability</b>  <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b> * Combined Single Limit  Deductible N/A		<b>TYPE OF COVERAGE - PROPERTY</b>  <input checked="" type="checkbox"/> <b>Buildings</b> <input checked="" type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> <b>Personal Property</b> <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$25,000 <input type="checkbox"/> Coinsurance N/A <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>  <b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease  <input type="checkbox"/> Deductible N/A <input type="checkbox"/>
<b>Automobile/Equipment – Deductible</b>  <input checked="" type="checkbox"/> Physical Damage    N/A - Comprehensive - Auto    N/A - Collision - Auto    Per Schedule - Miscellaneous Equipment		
<b>Other</b>  The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.		
<b>Description of Operations/Locations/Vehicles/Special Items</b>  Re: 2002 Recreation and Cultural Facilities Bond Agreement.		
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 AGREEMENT ABOVE.		
<b>DESIGNATED MEMBER</b>  VILLAGE OF WELLINGTON / ACME IMPROVEMENT DISTRICT 14000 GREENBRIAR BOULEVARD WELLINGTON FL 33414		<b>CANCELLATIONS</b> SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.    AUTHORIZED REPRESENTATIVE



**Department of  
Parks and Recreation**

2700 6th Avenue South  
Lake Worth, FL 33461

(561) 966-6600

Fax: (561) 966-6734

www.pbcparcs.com

**Palm Beach County  
Board of County  
Commissioners**

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Mary McCarty

Jess R. Santamaria

Addie L. Greene

**County Administrator**

Robert Weisman



*"An Equal Opportunity  
Affirmative Action Employer"*

January 6, 2009

Ms. Mary O'Connor, Executive Director  
Boys and Girls Clubs of Palm Beach County, Inc.  
800 Northpoint Parkway #204  
West Palm Beach 33407

**RE: 2002 Recreation and Cultural Facilities Bond Agreement - Boys and Girls  
Clubs of Palm Beach County, Inc. - Wellington Facility**

Dear Ms. O'Connor:

Attached is a fully executed original of the funding Agreement for up to \$600,000 from the 2002 Recreation and Cultural Facilities Bond for construction of the new Wellington Boys & Girls Clubs facility. Expenses eligible for reimbursement include an exercise room, gymnasium, media room, multi-use lounge, computer room, game rooms, offices, storage areas, other miscellaneous usage areas, drainage and utilities.

Please review the Agreement and the attached Project Checksheet with appropriate staff to ensure that all requirements are met for project management during project construction and the entire term of the Agreement, which is until October 20, 2038. A Status Report Form is attached for the required quarterly project status reports, and the first status report is due on or before April 10, 2009. After you have expended the required \$2,250,000 project match and provided certification of same, you may submit reimbursement requests each quarter until project completion. Final reimbursement request and project completion documents need to be received in this office by October 20, 2011.

Please be aware that compliance responsibilities, including the provision of updated insurance certificates to this office upon policy expiration/renewal dates, are in effect until **October 20, 2038**, which is the end date for the thirty year term of the Agreement.

If you have any questions about the Agreement or compliance requirements, please contact Susan Yinger, Administrative Support Manager, at 966-6653. On behalf of District 6 Commissioner Jess Santamaria and the Board of County Commissioners, we look forward to assisting with the funding for this new facility to expand recreational opportunities for youth in the western communities.

By copy of this letter an original Agreement is also being sent to Paul Schofield, Village Manager, Village of Wellington, for recording by the Village of Wellington.

Sincerely,

Dennis L. Eshleman, Director  
Parks and Recreation Department

DLE:SWY: vjk

Attachment - Fully executed Bond Agreement

Copy to: Commissioner Jess Santamaria, District 6  
Paul Schofield, Village Manager, Village of Wellington  
Central File

