Agenda Item #: 3.M.9.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007

[X] 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 Western Academy, Inc., d/b/a Western Academy Charter School for the period February 6, 2007, through September 30, 2007, in an amount not-to-exceed \$8,000 for the Intramural Sports Program.

Summary: This funding is to offset costs paid by Western Academy Charter School for after school intramural sports including a variety of grades K-8 activities such as kickball, flag-football, basketball, softball, soccer, cheerleading, etc. The intramural activities serve approximately 60 participants. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to July 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 6 (AH)

Background and Justification: Western Academy Charter School serves children from kindergarten through eighth grade and offers the After School Intramural Sports Program, which provides opportunity for sports and physical activities in addition to the regular physical education program. Students learn rules and regulations of each sport and are taught skill building activities and strategies for each sport. These skill building activities help students to develop confidence, social skills, and leadership qualities, as well as helping students to develop active and healthy lifestyle habits.

The total cost of the Intramural Sports Program is approximately \$24,000 for personnel costs, sports equipment, contractual services, operational expenses, and other miscellaneous expenses relating to the Intramural Sports Program. The \$8,000 from the Recreation Assistance Program - District 6 will offset a portion of the cost of this program. The Agreement has been executed on behalf of Western Academy, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:

Department Director

Date 1/30/17

Approved by:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

2011

-0-0--0--0--0-

-0-

07

ent and ¢ontrol

Contract Deve

This Contract complies with our contract review requirements.

A. Five Year Summary o	f Fiscal Imp	oact:		
Fiscal Years	2007	2008	2009	2010
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	<u>-0-</u> <u>8,000</u> <u>-0-</u>) <u>-0-</u> <u>-0-</u>	<u>-0-</u> <u>-0-</u> <u>-0-</u> <u>-0-</u>	<u>-0-</u> <u>-0-</u> <u>-0-</u> <u>-0-</u>	<u>-0-</u> <u>-0-</u> <u>-0-</u> <u>-0-</u>
NET FISCAL IMPACT	8,000	0-	<u> -0- </u>	0
# ADDITIONAL FTE POSITIONS (Cumulative)				
Is Item Included in Currer Budget Account No.: B. Recommended Sourc	Fund <u>360</u> Object <u>8</u> 2	00_Department 201_Program	<u>N/A</u>	
Recreation Assistan	<u>ce Program</u>			
District 6 360	0-583-R90	6-126-8201	\$8,000	
C. Departmental Fiscal F	Review:	ckopel	akis	
	<u>Ш</u>	. REVIEW COMI	<u>MENTS</u>	
A. OFMB Fiscal and/or C	Contract De	evelopment and	Control Com	ments:

-5-07 nif pm 1/22/07 pm В B. 01 Legal Sufficiency:

Assistant County Attorney 07

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP06-07\District 6\Western Academy Charter School\AGD.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND WESTERN ACADEMY, INC., DBA WESTERN ACADEMY CHARTER SCHOOL FOR THE INTRAMURAL SPORTS PROGRAM

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

WITNESSETH:

WHEREAS, Western Academy Charter School is a Charter School which serves children from kindergarten through eighth grade; and

WHEREAS, Western Academy Charter School offers after care activities for students that include a weekly Intramural Sports Program; and

WHEREAS, the Intramural Sports Program provides a variety of K-8 sports activities including kickball, flag-football, basketball, softball, soccer, cheerleading, etc; and

WHEREAS, the Intramural Sports Program is anticipated to result in health benefits, better self-esteem, and increased social interaction for program participants; and

WHEREAS, the total annual cost for the Intramural Sports Program is approximately \$24,000 for personnel costs, sports equipment, contractual services, operational expenses, and other miscellaneous Intramural Sports Program expenses; and

WHEREAS, Western Academy Charter School has requested \$8,000 from County to assist with expenses for the Intramural Sports Program; and

WHEREAS, after school recreational programs are deemed to serve a public purpose; and

WHEREAS, County desires to provide funding for the Intramural Sports Program;

and

WHEREAS, funding for the Intramural Sports Program in an amount not to exceed \$8,000 is available from the Recreation Assistance Program (RAP) - District 6; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed \$8,000 to Western Academy Charter School to assist with expenses for the Intramural Sports Program to include personnel costs, sports equipment, contractual services, operational expenses, and other miscellaneous expenses associated with the Intramural Sports Program, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

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

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

6. Western Academy Charter School agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Western Academy Charter School shall be responsible for all costs of operation and maintenance of the Project.

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

9. The parties agree that, in the event Western Academy Charter School is in default of its obligations under this Agreement, the County shall provide Western Academy Charter School thirty (30) days written notice to cure the default. In the event Western Academy Charter School 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 Western Academy Charter School shall return any County RAP funds already collected by Western Academy Charter School 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. Western Academy Charter School shall complete the Project by June 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2006, and June 30, 2007. Western Academy Charter School shall

provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Western Academy Charter School may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Western Academy Charter School's request for said extension.

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

13. Western Academy Charter School 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 Western Academy Charter School. 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 Western Academy Charter School 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, Western Academy Charter School shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Western Academy Charter School,

its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Western Academy Charter School is eligible to receive reimbursement from the County.

16. Western Academy Charter School 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 Western Academy Charter School are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Western Academy Charter School under this Agreement.

Commercial General Liability. Western Academy Charter School 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. Western Academy Charter School shall provide this coverage on a primary basis.

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

Additional Insured. Western Academy Charter School 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." Western Academy Charter School shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Western Academy Charter School 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 Western Academy Charter School 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 Western Academy Charter School enter into such an agreement on a pre-loss basis.

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

18. Western Academy Charter School 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 Western Academy Charter School, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business

hours.

19. The County and Western Academy Charter School 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, Western Academy Charter School 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 Western Academy Charter School:

Executive Director Western Academy Charter School 500F-K Royal Plaza Road Royal Palm Beach, FL 33411

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

Ву<u>:</u> By: Commissioner Addie L. Greene, Chairperson **Deputy Clerk** WESTERN ACADEMY, INC. DBA WESTERN WITNESSES: ACADEMY CHARTER SCHOOL, Dan FEI Number: 562316078 SUFLAS ARA By: pe or Print) Name Title: B Signature APPROVED AS TO TERMS AND **APPROVED AS TO FORM AND** CONDITIONS **LEGAL SUFFICIENCY** By: By : AL **County Attorney** Dennis Eshleman, Director Parks and Recreation Department

<u>Recreation Assistance Program (RAP)</u> <u>Exhibit "A" to Agreement</u>

BACKGROUND INFORMATION

Name of Agency: Western Academy, Inc. DBA Western Academy Charter School

Name of President: Barbara Suflas-Noble

Name of Director: Linda Terranova, Principal

Project/Project Liaison Information:

Name:	Dawn Auerbach
Telephone:	(561)792-4123
Fax #	(561)792-9905
e-mail:	dawnwacs@bellsouth.net

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Intramural Sports Programs (including After-Care)

2. Project/Program Description

During 2005-2006, we instituted an after-school intra-mural sports program for our middle school students in addition to our regular physical education program. Students in intra-mural sports learn how to play games like kickball, flag-football, basketball, softball, soccer, etc. Students learn rules and regulations of each particular sport. Students are taught skill building activities for each sport as well as different strategies that will improve the quality of play. These skill building activities will help students to develop confidence, social skills, and leadership qualities. Due to the present situation of inactive adults, playing inter-mural sports in school provides opportunities for students to develop healthy lifestyle habits that will promote an active adult life.

This program is run by our Physical Education teacher on Monday and Wednesday's throughout the school year and is available to all middle school students who have an overall academic GPA of 2.0 or higher.

We have also started a cheer/dance team called the Dazzlettes. They are a strong team that is willing and able to show excellent sportsmanship, enthusiasm and cheerfulness. They are going to perform at the intramural sports games.

In addition, our Physical Education Teacher has instituted a sport component into our after-care program to keep our students active. Students (unless medically unable) participate in daily outside activities. The advantages to staying active is that physical activity can lower blood pressure and cholesterol levels, build strong and healthy bones and gives you more energy, reduces anxiety and depression, improves self-esteem, helps manage stress and is a great way to have fun and make new friends.

Our Board of Directors has approved our 2006-2007 budget for expenses incurred in connection with these programs. These programs are running through our 2006-2007 school year and the first day of school was August 16, 2006.

EXHIBIT A Page 1 of 2

- 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.
 - Personnel Costs (including salaries & benefits)
 - Sports Equipment
 - · other miscellapeous expenses relating to the Intramural Sports Program
- Estimated Lump Sum Total for Project/Program 4.

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 July 1, 2006 to June 30, 2007.

(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.

- **Required Attachments:**
 - a. Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

\$ 8,000 **District** 6

\$ 24,000

5.

6.

3.



G:\SYINGER\FORMS\3 Pg - Exhibit B.xls

٠ PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

	· · · · · · · · · · · · · · · · · · ·		Date	
Grantee	•		Project Name:	•
			Reimbursement Period:	
Item	· · · · · · · · · · · · · · · · · · ·	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Servi	ces	(C)		
Salary & Wages ((% of salaries)	(S)		
Materials, Supplie	es, Direct Purchases	(M)		
Equipment		(E)		· · ·
Travel		(T)		
Indirect Costs		(1)		
	TOTAL PROJECT COSTS			
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pur E = Equipment T = Travel I = Indirect Costs	rchases		
expenses were i	ereby certify that the above ncurred for the work identified hed in the attached progress	as	been maintained as requir	tify that the documentation has red to support the project and is available for audit upon
Administrator	Date	······	Financial Officer	Date
<u>n područe – – – – – – – – – – – – – – – – – – –</u>			PBC USE ONLY	
Cou	nty Funding Participation		\$	
Tota	al Project Costs To Date:	•	\$	
Cou	nty Obligation To Date		\$	
Cou	nty Retainage (%)		\$	
Cou	nty Funds Previously Disburse	d	\$	
Cou	inty Funds Due this Billing		\$	
Rev	viewed and Approved By:	PBC F	Project Administrator	Date
			tment Director	Date
		Dopai		

Page <u>1 of</u>

		C = ContractuaS = Salary & WM = Materials,E = Equipment	/ages Supplies, [nd Direct Purchases	•	PALM BEACH S AND RECREATI TUAL SERVICES F	ON DEPARTME			EXHIBIT B
		T = Travel I = Indirect Co	osts			Dat	9	-		
		Grantaa:			e					
				······································		Proje	ct name			
		Submittal #:				Conti	act Reimbursem	ent Period:		
				Check or V	/oucher	invo	ice			
#	Payee (Vendor/Contra	ctor)	Key	Number	Date	Number	Date	Amount	Expense Descript	ion
1										
2							i		·	
3					· · · · · · · · · · · · · · · · · · ·					· · ·
4							"	-		•
5					· .				1	· · · · · · · · · · · · · · · · · · ·
6										
7			/				·			
8					· · · · · · · · · · · · · · · · · · ·	•·····		<u> </u>		· · · · · · · · · · · · · · · · · · ·
9				<u></u>				-		
10										
11									· · · · · · · · · · · · · · · · · · ·	
12		· · · · · · · · · · · · · · · · · · ·								
13	· · · · · · · · · · · · · · · · · · ·	· · · ·				· · · · · · · · · · · · · · · · · · ·				
14			<u> </u>		·					
15	·			· .		· · · · · · · · · · · · · · · · · · ·				
16										
							TOTAL \$			

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

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

Administrator

Date

Financial Officer

Date

Page 2 of

PALM BEACH COUNTY **EXHIBIT B** Key Legend PARKS AND RECREATION DEPARTMENT C = Contractual Services (cont'd.) CONTRACTUAL SERVICES PURCHASE SCHEDULE S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs Invoice **Check or Voucher** Date Expense Description Payee (Vendor/Contractor) Key Date Number Amount Number # TOTAL \$

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

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

Administrator

Date

Financial Officer

Date

Page 3 of

10,000	CERTIF			INSURA	NGE	DATE (MM/DD/YY 08/02/06		
omm	surance of FL ercial Lines		ONLY AN HOLDER.	D CONFERS NO THIS CERTIFICA	UED AS A MATTER OF IN RIGHTS UPON THE CER TE DOES NOT AMEND, E FFORDED BY THE POLIC	TIFICATE		
J651 FAU Boulevard, Suite 300 Boca Raton, FL 33431			INSURERS	AFFORDING CO	VERAGE	NAIC #		
INSURED Western Academy Charter School Attn: Linda Terranova 500 F-K Royal Plaza Road				INSURER A: Philadelphia Indemnity Insurance Co				
				INSURER B: Zenith Insurance Company				
			INSURER C:	INSURER C				
	Royal Palm Beach, FL	33411	INSURER E:					
OVER	and the second secon							
ANY RI MAY P POLICI	DLICIES OF INSURANCE LISTED BEL EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDEI IES AGGREGATE LIMITS SHOWN MA	OF ANY CONTRACT OR OTI D BY THE POLICIES DESCRI	HER DOCUMENT WITH RES BED HEREIN IS SUBJECT T PAID CLAIMS.	SPECT TO WHICH T O ALL THE TERMS,	HIS CERTIFICATE MAY BE IS EXCLUSIONS AND CONDITI	SUED OR		
R ADD' R INSR	the second state of the second state of the second state of the	POLICY NUMBER	POLICY EFFECTIVI DATE (MM/DD/YY)		[5] A. B. M. Martin, J. M. Martin, Phys. Rev. B 48, 100 (1997).			
	GENERAL LIABILITY	PHPK168906	07/03/06	07/03/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100.000		
					MED EXP (Any one person)	\$5.000		
					PERSONAL & ADV INJURY	\$1,000,000		
					GENERAL AGGREGATE	\$2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$2,000,000		
	POLICY JECT LOC AUTOMOBILE LIABILITY ANY AUTO	PHPK168906	07/03/06	07/03/07	COMBINED SINGLE LIMIT (Es accident)	\$1,000,000		
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
	X HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	S		
					PROPERTY DAMAGE (Per accident)	\$		
					AUTO ONLY - EA ACCIDENT	<u>\$</u> 5		
					AUTO ONLY: AGG			
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$		
					AGGREGATE	\$		
						\$		
	DEDUCTIBLE RETENTION \$					S		
	KERS COMPENSATION AND	Z066249603	08/01/06	08/01/07	X WC STATU- OTH- TORY LIMITS ER			
ANY	LOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$500,000		
OFFICER/MEMBER EXCLUDED? If yes, describe under					E.L. DISEASE - EA EMPLOYEE	Contract Second		
SPECIAL PROVISIONS below A OTHER D&O Liab. Crime		PHSD173045 PHPK168906	03/18/06 07/03/06	03/18/07 07/03/07	EL. DISEASE - POLICY LIMIT \$500,000 \$1,000,000 \$500,000			
) Day rtific:	ON OF OPERATIONS / LOCATIONS / VEHK Notice of Cancellation appli ate Holder is Additional Insu	es for non-payment of red for General Liabili	^r premlum. ty Coverages	OVISIONS				
- 1943 I. 17	regards t <u>o</u> the Funding Agre s Notice Applies to Non-Pay		iporto r rogram.					
CERTIFICATE HOLDER				CANCELLATION				
Palm Beach County Dept of Parks & Recreation			SHOULD ANY OI	F THE ABOVE DESCRI	BED POLICIES BE CANCELLED B	EFORE THE EXPIRA		

ACORD 25 (2001/08) 1 of 2

.

#S470513/M470504

© ACORD CORPORATION 1988 RIREU

REPRESENTATIVES. AUTHORIZED REPRESENTATIVE