Agenda Item #: 3.M.7.

3/28/07

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 10, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks and Recreation		
Submitted By: Parks and Recreation Departmen	<u>ıt</u>	
Submitted For: Parks and Recreation Departmen	<u>nt</u>	
I. EXECUTIVE	BRIEF	1 10 100 100 100 100 100 100 100 100 10
Motion and Title: Staff recommends motion to a Development Centers, Inc. (Florence Fuller) for the period amount not-to-exceed \$5,000 for the After School Programment of the After School Pro	eriod April 10, 2007, tl	
Summary: This funding is to help offset costs for leserves approximately 110 participants. The Agree project costs incurred by Florence Fuller subseque Recreation Assistance Program (RAP). <u>District 4</u> (A	ment allows for the nt to December 8, 2	reimbursement of eligible
Background and Justification: Florence Fuller is a provide positive, inclusive child care and family se learning. The Child Development Center is a part of Mission, located in Boca Raton, and provides after second	rvices in preparation the Florence Fuller (for a lifetime of positive Child Development Center
The \$5,000 from the Recreation Assistance Program and supervision for the After School Program. The Florence Fuller Child Development Centers, Inc., as County Commissioners.	e Agreement has be	en executed on behalf of
Attachment: Agreement		
1. Y 11		
Recommended by: Department Director		<u>3 - /9 - 07</u> Date

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: 2010 2011 **Fiscal Years** 2007 2008 2009 **Capital Expenditures** -0--0--0--0--0-**Operating Costs** 5,000 -0--0--0--0-**External Revenues** -0--0--0--0--0--0--0-Program Income (County) -0--0--0--0-In-Kind Match (County) -0--0--0--0-**NET FISCAL IMPACT** 5,000 -0--0--0--0-# ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget? Yes X Fund 3600 Department 583 Unit R904 **Budget Account No.:** Object 8201 Program N/A B. Recommended Sources of Funds/Summary of Fiscal Impact: Recreation Assistance Program District 4 3600-583-R904-074-8201 \$5,000 C. Departmental Fiscal Review: **III. REVIEW COMMENTS** OFMB Fiscal and/or Contract Development and Control Comments: This Contract complies with our B. Legal Sufficiency: contract review requirements. Assistant County Attorney C. Other Department Review:

REVISED 10/95 ADM FORM 01

Department Director

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AGREEMENT BETWEEN PALM BEACH COUNTY AND FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC. FOR THE FUNDING ITS AFTER SCHOOL 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 Florence Fuller Child Development Centers, Inc, a Florida not-for-profit corporation, hereinafter referred to as "Florence Fuller".

WITNESSETH:

WHEREAS, Florence Fuller is a not-for-profit organization whose mission is to provide positive, inclusive childcare and family support services in preparation for a lifetime of positive learning; and

WHEREAS, Florence Fuller offers an After School Program, which is a part of the Florence Fuller Child Development Center Mission; and

WHERAS, the After School Program serves approximately 110 participants; and WHEREAS, Florence Fuller has requested that County provide \$5,000 to help offset costs for supplies and supervision for its After School Program; and

WHEREAS, funding for the After School Program in an amount not-to-exceed \$5,000 is available from District 4 Recreation Assistance Program (RAP) reserves; and

WHEREAS, extended day care programs for children and youth serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

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

- 1. County agrees to fund an amount not-to-exceed \$5,000 to Florence Fuller to help offset costs for supplies and supervision for the After School Program; as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to Florence Fuller 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 Florence Fuller. Said information shall list each invoice paid by Florence Fuller and shall include the vendor invoice number; invoice date; and the amount paid by Florence Fuller along with the number and date of the respective check or proof of payment for said payment. Florence Fuller shall attach a copy of each vendor invoice paid by Florence Fuller 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, Florence Fuller's Program Administrator and Project Financial Officer shall certify the total funds spent by Florence Fuller on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Florence Fuller and approved by Florence Fuller as indicated.
- 3. Florence Fuller incurred expenses for the Project beginning on December 8, 2006. Those costs incurred by Florence Fuller for the Project, approved and submitted accordingly by Florence Fuller subsequent to December 8, 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 Florence Fuller 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. Florence Fuller warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Florence Fuller 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. Florence Fuller shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until May 28, 2007, commencing upon the date of execution by the parties hereto.

- 9. The parties agree that, in the event Florence Fuller is in default of its obligations under this Agreement, the County shall provide Florence Fuller thirty (30) days written notice to cure the default. In the event Florence Fuller 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 Florence Fuller for the Project deemed to be in default and Florence Fuller shall return any County RAP funds already collected by Florence Fuller 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. Florence Fuller shall complete the Project by February 28, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 8, 2006, through February 28, 2007. Florence Fuller shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before May 28, 2007. Upon written notification to County at least ninety (90) days prior to that date Florence Fuller may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Florence Fuller's request for said extension.
- 12. In the event Florence Fuller 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 Florence Fuller. The determination that Florence Fuller has ceased or suspended the Project shall be made by County and Florence Fuller agrees to be bound by County's determination.
- 13. Florence Fuller 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 Florence Fuller. 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 Florence Fuller 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, Florence Fuller 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 Florence Fuller, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

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

Commercial General Liability. Florence Fuller 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. Florence Fuller shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Florence Fuller shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute

Chapter 440. Florence Fuller shall provide this coverage on a primary basis.

Additional Insured. Florence Fuller 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." Florence Fuller shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Florence Fuller 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 Florence Fuller 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 Florence Fuller enter into such an agreement on a pre-loss basis.

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

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

19. The County and Florence Fuller 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, Florence Fuller 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 Florence Fuller: Executive Director Florence Fuller Child Development Centers, Inc. 200 N.E. 145h Street Boca Raton, FL 33432 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: Commissioner Addie L. Greene, Chairperson
WITNESSES: Marsh Lavender Cheryl Brown	FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC. FEI Number: 59-1312245 By: JAMES BANA Name (Type or Print) CHIEF DELATING OFFICEA
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Signature APPROVED AS TO TERMS AND
By: County Attorney	By: Dennis L. Eshleman, Director Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of Agency:

Florence Fuller Child Development Centers, Inc.

Mailing Address: 200 N.E. 14th Street, Boca Raton FL 33432

Federal Employer Identification Number: 59-1312245

Name of President: Thomas Ehrbar II

Name of Executive Director: Lorry Herdeen, COO James Barr

Project/Project Liaison Information:

Name: Cheryl Brower

Telephone #: 561.391.7274

Fax #:561.391.6641

e-mail:cbrower@ffcdc.org

Purpose/Mission of Agency: As a child development center, we are committed to providing inclusive childcare and family support services in preparation for a lifetime of positive learning

PROJECT/PROGRAM INFORMATION

- 1. Name of Project/Program: After School Programs
- 2. **Project/ Program Description**
 - General (Project Scope): After School Program
 - Public Purpose: Part of FFCDC Mission
 - Location:: 200 NE 14 Street, Boca Raton, FL 33432
 - Anticipated Number of Participants/Users: 110
- Project/Program Elements: List anticipated broad categories of Expenditure 3. 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. : Supplies and Supervision
- \$ 5000 4. Estimated Lump Sum Total for Project/Program
- Program Initiation date (date of first invoice for which reimbursement will be 5. requested) and anticipated End date (date which project/program will be 12/08/2006 to 2/28/2007 completed and all invoices paid).

(Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement

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6.	Required Attachments:			
	Certificate of Insurance	**************************************		
	-			

7. Additional Comments if desired: Thank you for your support of this

community program.	
•	

\$ 5,000 District (filled in by County)

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

Amount of Recreation Assistance Program Funding awarded



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

			Date	
.				
Grantee		·	Project Name: _	· · · · · · · · · · · · · · · · · · ·
Submission #:		•	Reimbursement Period: _	
em		Key	Project Costs This Submission	Cumulative Project Costs
ontractual Servi	ces	(C)		
alary & Wages	(% of salaries)	(S)		
laterials, Supplie	es, Direct Purchases	(M)		
quipment		(E)	and the second s	·
ravel		(T) _.		
ndirect Costs		(I) .	<u> </u>	
	TOTAL PROJECT COSTS			
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct P E = Equipment T = Travel I = Indirect Costs	urchases		
expenses were i	ereby certify that the above incurred for the work identified hed in the attached progress		been maintained as requi	tify that the documentation has red to support the project and is available for audit upon
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	d \$						
County Funds Due this Billing	\$,		
Reviewed and Approved By:							
	PBC Project Adminis	strator		C	Date		
<u> </u>	Department Director			Date			

EXHIBIT B

<u>Key Legend</u>
C = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel

1 -	Indirect	Coete

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

		= Indirect Costs			Dat	9		
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	Subi	mittal #:			Cont	act Reimburser	ment Period:	
			Check or	Voucher	Invo	ice		
ŧ	Payee (Vendor/Contractor)	Key	Number	Date	Number	Date	Amount	Expense Description
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<u>3</u>							·	
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						TOTAL \$		
	Certification: I hereby certify th accomplishing this project.	at the purchases n	oted above wer	e used in	Certification: I here documentation have request.	by certify that bi e been maintain	d tabulations, executed con ed as required to support th	tract, cancelled checks, and other purchasing e costs reported above and are available for audit upon
	Administrator		Date			Financial Officer	· · · · · · · · · · · · · · · · · · ·	Date

Key Legend

C = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

I = Indirect Costs

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

EXHIBIT B (cont'd.)

4		Check or Voucher		<u>Invoice</u>					
Payee (Vendor/Contractor)	<u>Key</u>	Number	Date	. Number	Date	Amount	Expense Description		
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					TOTAL \$				
ertification: I hereby certify that the	purchases r	noted above were	used in	Certification: I he	ereby certify tha	t bid tabulations, e	xecuted contract, cancelled checks, and other		
ccomplishing this project.							as required to support the costs reported above		
			2	and are available	tor audit upon	request.			
· · · · · · · · · · · · · · · · · · ·					Financial Officer				

DATE (MM/DD/YYYY) **CERTIFICATE OF LIABILITY INSURANCE** CSR L6 FLORE-3 ACORD. 11/09/06 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 PRODUCER The Plastridge Agency-BRO 2100 N. Dixie Hwy. Boca Raton FL 33431 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Phone: 561-395-1435 INSURERS AFFORDING COVERAGE NAIC# Fax:561-395-4755 INSURED INSURER A: Stonington Ins. Co. INSURER B: FCCI Insurance Co. Federal Insurance Company 01295 Florence Fuller Child 200 N.E. 14th Street Boca Raton FL 33432 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. POLICY EFFECTIVE | POLICY EXPIRATION DATE (MM/DD/YY) POLICY NUMBER TYPE OF INSURANCE **GENERAL LIABILITY FACH OCCURRENCE** \$1000000 DAMAGE TO RENTED PREMISES (Ea occurence) X COMMERCIAL GENERAL LIABILITY CCP3000397303 10/27/06 10/27/07 100000 A X CLAIMS MADE X OCCUR MED EXP (Any one person) \$ 5000 TeachersLiability PERSONAL & ADV INJURY \$1000000 X Corporal Punishmt \$3000000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: \$3000000 PRODUCTS - COMP/OP AGG POLICY PRO-**AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT (Ea accident) \$1000000 ANY AUTO 10/27/07 CCA3002913203 10/27/06 A ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS X x **HIRED AUTOS** BODILY INJURY (Per accident) \$ NON-OWNED AUTOS X PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY - EA ACCIDENT EA ACC ANY AUTO \$ OTHER THAN AUTO ONLY: AGG EXCESS/UMBRELLA LIABILITY **EACH OCCURRENCE** \$ CLAIMS MADE OCCUR \$ AGGREGATE \$ \$ DEDUCTIBLE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X TORY LIMITS В 52199 04/11/06 04/11/07 E.L. EACH ACCIDENT \$100000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ 10000 If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT | \$ 500000 OTHER 1,000,000 C D&O 80955262 12/24/05 12/24/06 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Covered Locations: 200 NE 14 St & 10130 S 185 St, Boca Raton, FL. For Head Start Program. Palm Beach Board of County Commisssioners, a political subdivision of the State of FL, it's officers, employees & agents are additional insured with respects to GL and Teachers Liability. Note: 10 Day notice of Cancellation due to Non-payment of premium. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION PALMB53

Palm Beach County Board of County Commissioners, Community Services Dept - Head Start 3323 Belvedere Rd., #501 West Palm Beach FL 33406

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

CORD CORPORATION 1988