

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 11, 2007

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with Milagro Foundation, Inc., for the period September 11, 2007, through December 30, 2007, in an amount not-to-exceed \$5,000 for the STARS Program.

**Summary:** This funding is to help offset the cost of the STARS cultural arts and education program offered by Milagro Foundation, Inc. The STARS Program serves 40-50 youth at its on-site program and 100-130 youth through its outreach programs. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to June 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 7 (AH)

**Background and Justification:** The Milagro Foundation, Inc. is a not-for-profit organization whose mission is to provide cultural arts and education programming for disadvantaged youth that supports academic goals and achievement, teaches inclusion, embraces diversity, promotes the arts, and creates strong individuals who positively impact their communities. Milagro Foundation developed the STARS Program to help youth increase self esteem, increase on-task behavior, and encourage an increased sense of self worth. STARS is a structured program offered at on-site programs in Delray Beach and Boca Raton, as well as to youth throughout Palm Beach County through its community outreach events. The STARS Program exposes participants to a variety of art mediums, using involvement in the arts to help at-risk youth acquire competencies necessary to becoming emotionally self sufficient.

The total annual cost for the STARS program is approximately \$328,000 for personnel costs, contractual services, program expenses, operational expenses, and other miscellaneous expenses related to the STARS program. The \$5,000 from RAP - District 5 will offset a portion of these expenses. The Agreement has been executed on behalf of Milagro Foundation, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

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Recommended by: 

Department Director

8/14/07  
Date

Approved by: 

Assistant County Administrator

8/20/07  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>5,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

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

Recreation Assistance Program

District 5                      3600-583-R905-075-8201                      \$5,000

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

Jim Dowl 8-22-07  
 OFMB  
 8/21/07  
 VO  
 8/17

Jim J. Javelle 8/23/07  
 Contract Development and Control  
 8/22/07

**B. Legal Sufficiency:**

Anne Delgado 8/27/07  
 Assistant County Attorney

**This Contract complies with our contract review requirements.**

**C. Other Department Review:**

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

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND MILAGRO FOUNDATION, INC.  
FOR THE STARS 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 Milagro Foundation, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Milagro".

**WITNESSETH:**

**WHEREAS**, Milagro's mission is to provide cultural arts and education programming for disadvantaged youth that supports academic goals and achievement, teaches inclusion, embraces diversity, promotes the arts, and creates strong individuals who positively impact their communities; and

**WHEREAS**, Milagro has developed the STARS Program to help youth increase self esteem, increase on-task behavior, and encourage an increased sense of self worth by broadening the possibilities of the future; and

**WHEREAS**, STARS is a structured program that serves between forty through fifty children at on-site programs in Delray Beach and Boca Raton and one hundred children throughout Palm Beach County through its outreach program, as well as an additional one thousand people who attend community outreach events; and

**WHEREAS**, the budget for Milagro's annual expenses is approximately \$328,000 for personnel costs, contractual services, program expenses, operational expenses, and other miscellaneous expenses related to the STARS Program; and

**WHEREAS**, Milagro has requested that County provide \$5,000 to assist in the payment of expenses for the STARS Program; and

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

**WHEREAS**, cultural, educational, arts, and motivational programs for youth are deemed a public purpose; 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 Milagro for the STARS Program for personnel costs, contractual services, program expenses, operational expenses, and other miscellaneous expenses relating to the program, as set forth in Exhibit "A", hereinafter referred to as the "Project".

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

3. Milagro incurred expenses for the Project beginning on June 1, 2007. Those costs incurred by Milagro for the Project, approved and submitted accordingly by Milagro subsequent to June 1, 2007, 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 Milagro 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. Milagro warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Milagro 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. Milagro shall be responsible the operation and maintenance of the Project, including all associated costs.

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

9. The parties agree that, in the event Milagro is in default of its obligations under this Agreement, the County shall provide Milagro thirty (30) days written notice to cure the default. In the event Milagro 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 Milagro for the Project deemed to be in default and Milagro shall return any County RAP funds already collected by Milagro 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. Milagro shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2007, through September 30, 2007. Milagro shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Milagro may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Milagro's request for said extension.

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

13. Milagro 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 Milagro. 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 Milagro 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, Milagro 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 Milagro, 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 Milagro is eligible to receive reimbursement from the County.

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

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

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

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

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

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

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

19. The County and Milagro 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, Milagro 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 Milagro:

Executive Director  
The Milagro Foundation, Inc.  
340 S.W. 6<sup>th</sup> Avenue  
Delray Beach, FL 33444

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:

Jasan W. Yinger

Teronica Kennett

FOUNDATION  
THE MILAGRO CENTER, INC.  
FEI Number: 65-0804625

By: Marlo Belkin  
Name (Type or Print)

Title: Executive Director

By: Marlo Belkin  
Signature

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: Dennis L. Eshleman  
Dennis L. Eshleman, Director  
Parks and Recreation Department

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

**BACKGROUND INFORMATION**

Name and address of Agency:

Agency Name: **Milagro Foundation, Inc.**

Mailing Address: 340 SW Sixth Avenue  
Delray Beach, FL 33444

Federal Employer Identification Number: 65-0804625

Name of Board President: Barry Halperin

Name of Executive Director: Marlo Belkin

Project/Project Liaison Information: Milagro STARS Program

Name: Marlo Belkin

Telephone #: 561.279.2970

Fax #: 561.279.2507

e-mail: Milagro1@bellsouth.net

**Purpose/Mission of Agency:** To provide cultural arts and education programming for disadvantaged youth that support academic goals and achievement, teach inclusion, embrace diversity, and promote the arts, and create strong individuals who positively impact their communities.

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: **STARS Program**

2. Project/ Program Description

- **General (Project Scope):** The Milagro Center is requesting funds to support its cultural arts and educational programs. Participation in the STARS programming either onsite or through the outreach component creates opportunities for children to explore who they are through the arts. Participation in the program increases self esteem, increases on task behavior and encourages an increased sense of self worth by broadening the possibilities of the future. On campus we have a structured program that consists of staff directed homework time, a socialization curriculum and followed by a range of art classes. Children are exposed to a variety of art mediums, through well developed curriculum that encourage higher order thinking skills and increased use of the imagination.

EXHIBIT A  
PAGE 1 OF 3

- **Public Purpose:** The STARS Programs provide cultural arts educational experiences to the children they serve. Initially, the children involved in our program have a safe place to go after school, are provided with homework support & academic enrichment and are immersed in a culturally creative artistic experience. Ultimately, as indicated by a national study conducted in 1999, the Champions of Change, a child's involvement in the arts is an avenue by which at-risk youth can acquire the various competencies necessary to become emotionally self sufficient over the long term rather than becoming a financial strain to their state and communities. At Milagro we provide opportunities or the children and their families to break the cycle of poverty by opening the door to possibility!
- **Location:** The STARS program is housed at 340 SW Sixth Avenue. Our STARS Outreach sites include several locations in both Delray Beach and Boca Raton. Our Outreach events occur all over the Palm Beach County.
- **Anticipated Number of Participants/Users:** The STARS program serves between 40-50 children in its on-site program and 100-130 through the STARS Outreach program. For a total of 140-180 children weekly. In addition, the Milagro Center provides outreach events for the community where additional participants can immerse themselves in the arts. We serve 1000+ participants through these efforts.

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

- Personnel
- Contractual Services
- Program Expenses
- Operational Expenses
- Other Miscellaneous Expenses*

4. **Estimated Lump Sum Total for Project/Program** **\$ 328,000** \_\_\_\_\_

5. **Project/Program Initiation date** (date of first invoice for which reimbursement will be requested) and **End date** (date which project/program will be completed and all invoices paid). This will become the project time frame. 06/01/2007 to 09/30/2007.  
 month/day/year                      month/day/year

EXHIBIT A  
 PAGE 2 OF 3

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

6. Required Attachments:

Certificate of Insurance: attached ✓

7. Additional Comments if desired:

Amount of Recreation Assistance Program Funding awarded

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

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

EXHIBIT A  
PAGE 3 OF 3



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

\_\_\_\_\_ Date

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

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

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

Key Legend

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

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

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

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

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

**PBC USE ONLY**

County Funding Participation \$ \_\_\_\_\_

Total Project Costs To Date: \$ \_\_\_\_\_

County Obligation To Date \$ \_\_\_\_\_

County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_

County Funds Previously Disbursed \$ \_\_\_\_\_

County Funds Due this Billing \$ \_\_\_\_\_

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

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





<u>Key Legend</u>	
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.)**

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
						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

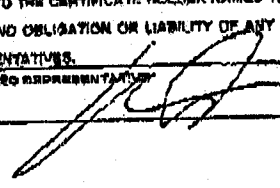
\_\_\_\_\_ Financial Officer \_\_\_\_\_ Date

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/06/07
PRODUCER RIDGE INSURANCE AGENCIES INC 2278 S FEDERAL HWY, SUITE 140 DELRAY BEACH, FL 33483	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED MILAGRO FOUNDATION, INC 340 SW 6TH AVE DELRAY BEACH, FL 33444	INSURER A: COLONY INSURANCE COMPANY	
	INSURER B: PROGRESSIVE	
	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 ID#/LTA NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC/LOC	GL3220865	09/11/2006	09/11/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" 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	08868944	12/08/2006	12/08/2007	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ S.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 ADDITIONAL INSURED:  
 PALM BEACH COUNTY, DEPT OF PARKS & RECREATION  
 2700 8TH AVE  
 LAKE WORTH, FL 33461

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY, DEPT OF PARKS & RECREATION 2700 8TH AVE LAKE WORTH, FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 
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**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)  
06/12/07

**PRODUCER** 1-800-472-0072  
**Paychex Agency, Inc.**  
 150 Sawgrass Dr  
 Rochester, NY 14620

**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.**

**INSURERS AFFORDING COVERAGE**

**INSURED**  
**Paychex Business Solutions, Inc.**  
**MILAGRO FOUNDATION INC DBA MILAGRO CENTER**  
 911 Panorama Trail South  
 Rochester, NY 14625  
 877-266-6850

INSURER A: **AMERICAN HOME ASSURANCE COMPANY**  
 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 LTR	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 <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ 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 AUTO EA ACC \$ ONLY: AGG \$																				
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																				
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>1101953</b>	<b>06/01/07</b>	<b>06/01/08</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">WC STATU-TORY LIMITS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: right;"><b>\$ 1,000,000</b></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: right;"><b>\$ 1,000,000</b></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: right;"><b>\$ 1,000,000</b></td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER						<b>\$ 1,000,000</b>					<b>\$ 1,000,000</b>					<b>\$ 1,000,000</b>
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				<b>\$ 1,000,000</b>																					
				<b>\$ 1,000,000</b>																					
	<b>OTHER</b>				\$ \$ \$																				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOSE EMPLOYEES LEASED TO, BUT NOT SUBCONTRACTORS OF THE NAMED INSURED

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER: _____	<b>CANCELLATION</b>
COUNTY ATTORNEY OFFICE  SUSAN YINGER 2700 6th AVENUE SOUTH  LAKEWORTH, FL 33461  USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>90</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Deane Switzer</i>