

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 5, 2008

☒ 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 For the Children, Inc. for the period February 5, 2008, through December 30, 2008, in an amount not-to-exceed \$3,000 for funding of 2008 events.

Summary: This funding is to help offset costs incurred by For the Children, Inc. for events to be held in 2008. The events consist of a Mothers' Day celebration, Fathers' Day celebration, and annual talent show, and are expected to serve approximately 250 children and their families per event. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: For the Children, Inc. is a not-for-profit organization whose mission is to provide children and their families with quality education, recreational activities, and support services that promote positive emotional, physical, social, and cognitive development. For the Children offers various programs and events for children and their families, including Mothers' and Fathers' Day celebrations and an annual talent show.

The total cost of 2008 events is anticipated to be approximately \$3,500 for personnel costs, facility rentals, DJ fees, and other miscellaneous costs associated with the events. The \$3,000 from District 7 RAP funding will offset a portion of these costs. The Agreement has been executed on behalf of For the Children, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: _____

Department Director

Date

Approved by: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|--|--------------|------------|------------|------------|------------|
| Capital Expenditures | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>3,000</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> |
| NET FISCAL IMPACT | <u>3,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 3600 Department 583 Units R907
Object 8201 Program N/A

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

Recreation Assistance Program

District 7 3600-583-R907-134-8201 \$3,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

John Dink 1-15-08
OFMB 1/14/08 SH 1408 ON 01/14/08

Dr. J. Jacoby 1/24/08
Contract Development and Control
6 Jan 1/24/08

B. Legal Sufficiency:

This Contract complies with our
contract review requirements.

Anne Helgert 1/24/08
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND FOR THE CHILDREN, INC.
FOR 2008 EVENTS**

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 For the Children, Inc., a Florida not-for-profit corporation, hereinafter referred to as "For the Children".

WITNESSETH:

WHEREAS, For the Children is a not-for-profit organization whose mission is to provide children and their families with quality education, recreational activities, and support services that promote positive emotional, physical, social, and cognitive development; and

WHEREAS, For the Children offers various programs and events for children and their families, including Mothers and Father's Day Celebrations and an annual talent show; and

WHEREAS, the 2008 Mothers and Fathers Day Celebrations and 2008 Talent Show (the Events) will be held in May, June, and August of 2008, and are expected to serve approximately two hundred and fifty (250) children and their families per event; and

WHEREAS, the anticipated cost for the Events is approximately \$3,500 for personnel costs, facility rentals, DJ fees, and other miscellaneous costs associated with the Events; and

WHEREAS, For the Children has requested that County provide \$3,000 to help offset the cost for the Events; and

WHEREAS, funding to help offset for the Events in an amount not-to-exceed \$3,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, educational and recreational programs for 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 \$3,000 to For the Children to help offset costs for the Events for personnel costs, facility rental, DJ fees, and other miscellaneous expenses, 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 For the Children 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 For the Children. Said information shall list each invoice paid by For the Children and shall include the vendor invoice number; invoice date; and the amount paid by For the Children along with the number and date of the respective check or proof of payment for said payment. For the Children shall attach a copy of each vendor invoice paid by For the Children 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, For the Children's Program Administrator and Project Financial Officer shall certify the total funds spent by For the Children on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by For the Children and approved by For the Children as indicated.

3. RAP funds may be used as a match for other local, state, or federal grant programs, but For the Children may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

4. For the Children warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

5. For the Children 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.

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

7. The term of this Agreement shall be until December 30, 2008, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event For the Children is in default of its obligations under this Agreement, the County shall provide For the Children thirty (30) days written notice to cure the default. In the event For the Children 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 For the Children for the Project deemed to be in default and For the Children shall return any County RAP funds already collected by For the Children for that Project.

9. 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 8 above.

10. For the Children shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 1, 2008, through September 30, 2008. For the Children 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, 2008. Upon written notification to County at least ninety (90) days prior to that date For the Children may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny For the Children's request for said extension.

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

12. For the Children 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 For the Children. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that For the Children 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, For the Children 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 For the Children, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

15. For the Children 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. For the Children shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by For the Children are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by For the Children under this Agreement.

Commercial General Liability. For the Children 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. For the Children shall provide this coverage on a primary basis.

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

Additional Insured. For the Children 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." For the Children shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. For the Children 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 For the Children 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 For the Children enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, For the Children 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 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.

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.

16. Upon request by County, For the Children shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

17. For the Children 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 Best of the Rest, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and For the Children 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.

19. 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.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, For the Children 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.

21. 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.

22. 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 For the Children:

President
For the Children, Inc.
1718 South Douglas Street
Lake Worth, FL 33460

23. 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.

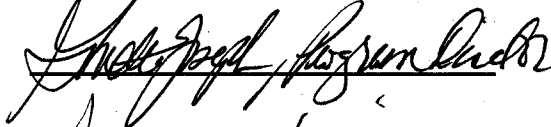
ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:



Susan W. Fizer

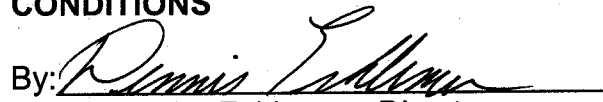
FOR THE CHILDREN, INC.
FEI Number: 650950530

By: Reginale Durandise
Name (Type or Print)
Founder & CEO
Title
Reginale Durandise
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

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

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

Name of Agency: For the Children, Inc.
Mailing Address: 1718 South Douglas Street, Lake Worth, FL 33460
Federal Employer Identification Number: 65-0950530
Name of President:
Name of Executive Director: Regnale Durandisse, Founder/CEO
Project Liaison Information:
Name: Ginette Joseph
Telephone #: (561) 493-1190
Fax #: (561) 721-2954
e-mail: HC 4931190@yahoo.com

Purpose/Mission of Agency:

To provide children and their families with quality education, recreational activities and support services that promote a positive, emotional, physical, social and cognitive development.

PROJECT INFORMATION

1. Name of Project: ~~After School Enrichment~~ **Children's** Programs
2. Project Description

- General (Project Scope):

Mothers & Father's Day Celebration (Gala)
Talent Show 2008

- Public Purpose: Festivity for parents in honor of them. Students will perform as well.
- Location and Date: 5/9/08; 6/13/08; 8/8/08
- Anticipated Number of Participants/Users:

250 per event

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

Personnel -
Facility/Hall Rentals
DJs

Other Miscellaneous Costs \$3,500.00

4. Estimated Lump Sum Total for Project: _____
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). May 1, 2008 to 9/30/08

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 at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment:
Certificate of Insurance ✓

Amount of Recreation Assistance Program Funding awarded

\$ 3,000

District 7

(filled in by County)

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

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 _____



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

Grantee: _____

Submittal #: _____

Date

Project Name: _____

Contract Reimbursement Period: _____

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

Date

Financial Officer

Date

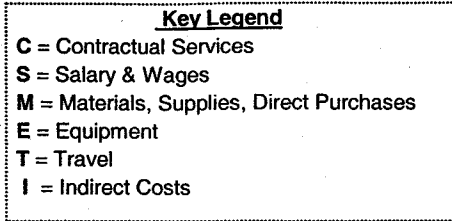


EXHIBIT B
(cont'd.)

Page 3 of

FORTHEC-01 STEN

| | | |
|---|--|---|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 4/4/2007 |
| PRODUCER (561) 655-5500 Wells Fargo Insurance Services Southeast, Inc. 2054 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 For The Children, Inc 1718 South Douglas St Lake Worth, FL 33460 | | |
| | | INSURERS AFFORDING COVERAGE |
| | | INSURER A: Markel Insurance 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 ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|--|---------------|------------------------------------|-------------------------------------|---|
| A | | GENERAL LIABILITY | 8502CC2630853 | 3/27/2007 | 3/27/2008 | EACH OCCURRENCE \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | PRODUCTS - CCMP/OP AGG \$ 1,000,000 |
| A | | AUTOMOBILE LIABILITY | 8502CC2630853 | 3/27/2007 | 3/27/2008 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Pe* person) \$ |
| | | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Pe* accident) \$ |
| | | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Pe* accident) \$ |
| | | <input checked="" type="checkbox"/> HIRED AUTOS | | | | |
| | | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | | AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | | <input type="checkbox"/> RETENTION \$ | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | OTHER | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | | Directors & Officers | ON112172 | 3/27/2007 | 3/27/2008 | \$1,000 Retention \$1,000,000 |
| A | | Commercial Student Accident | 4102CC2630863 | 3/27/2007 | 3/27/2008 | 10,000 |

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

Palm Beach County Parks & Recreation is the additional Insured with respect to general liability. Fax-721-2954

CERTIFICATE HOLDER

Palm Beach County Parks & Recreation
 2700 6th 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

Nancy B. Stein

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.