

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 15, 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 Milagro Foundation, Inc. for the period April 15, 2008, through November 30, 2008, in an amount not-to-exceed \$5,000 for funding of operational expenses for children's programs.

Summary: This funding is to help offset costs for the children's programs sponsored by the Milagro Foundation, Inc. The programs serve approximately 50 children at the Milagro Foundation Center in Delray Beach and an additional 500 children and adults through mentor and volunteer programs. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to September 1, 2007. Funding is from Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: Milagro Foundation, Inc. is a not-for-profit organization whose mission is to provide superior arts education to children from disadvantaged populations and to create a community within which students, families, and schools cooperate to achieve success. Milagro's arts center targets first-generation Americans with limited English proficiency, education, and assimilation skills and offers them education and arts in its after school and summer programs.

The total annual cost of Milagro Center's Children's Programs is approximately \$363,584 for contractual services, materials, supplies, direct purchases, and other miscellaneous expenses. The \$5,000 from RAP-District 7 funds will help offset a portion of these expenses. The Agreement has been executed on behalf of the Milagro Foundation, Inc., and now needs to be approved by the Board of County Commissioners.


Attachment: Agreement

Recommended by:


Department Director

3/21/08
Date

Approved by:


Assistant County Administrator

4/2/08
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>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>
NET FISCAL IMPACT	<u>5,000</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 Unit R907
 Object 8201 Program N/A

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

Recreation Assistance Program
 District 7 3600-583-R907-145-8201 \$5,000

C. Departmental Fiscal Review: _____ ckopelakis _____

III. REVIEW COMMENTS

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

<p><u>Jim Owl 3-26-08</u> OFMB <u>3/26/08</u> <i>also 3/25 5/2/20/08</i></p>	<p><u>Jim J. Arcelay 4/1/08</u> Contract Development and Control <i>4/1/08</i></p>
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B. Legal Sufficiency:

Anne Delgent 4/2/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND MILAGRO FOUNDATION, INC.
FOR CHILDREN'S PROGRAMS**

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, hereinafter referred to as "Milagro".

WITNESSETH:

WHEREAS, Milagro is a not-for-profit organization whose mission is to provide superior arts education to children from disadvantaged populations and to create a community within which students, families, and schools cooperate to achieve success; and

WHEREAS, Milagro's goals are to ensure academic success; teach inclusion, embrace diversity, and promote the arts; and create strong individuals who positively impact their communities; and

WHEREAS, Milagro annually assists approximately fifty (50) children at its center in Delray Beach and an additional five hundred (500) children and adults through mentor and volunteer programs; and

WHEREAS, Milagro's annual budget is approximately \$363,584 for contractual services, materials, supplies, direct purchases, and miscellaneous program costs; and

WHEREAS, Milagro has requested that County provide \$5,000 to help offset operational costs for the Children's programs; and

WHEREAS, funding to help offset Milagro's operational costs for Children's Programs in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, educational, recreational, and cultural arts 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 \$5,000 to Milagro to help offset costs for the Children's Programs for contractual services, materials, supplies, direct purchases, and miscellaneous program costs, 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 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 September 1, 2007. Those costs incurred by Milagro for the Project, approved and submitted accordingly by Milagro subsequent to September 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 for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until November 30, 2008, 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 August 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2007, through August 30, 2008. 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 November 30, 2008. 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. Milagro 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 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.

Automobile. Milagro shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Milagro or by anyone employed by or contracting with Milagro. Should Milagro use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Milagro and Palm Beach County as Additional Insured.

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

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:

President
Milagro Foundation, Inc.
1901 North Seacrest Boulevard
Boynton Beach, FL 33435

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:

Frank W. Inge

Veronica Bennett

**MILAGRO FOUNDATION, INC.
FEI Number: 65-0804625**

By: Marlo Belkin
Name (Type or Print)
Executive Director

Title
Marlo Belkin
Signature

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Anne Delgado
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

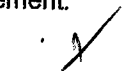
By: Dennis Eshleman
Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Milagro Foundation, Inc.
Mailing Address: 340 South West 6th Avenue, Delray Beach, FL 33444
Federal Employer Identification Number: 65-0804625
Name of President: Barry Halperin
Name of Executive Director: Marlo Belkin
Project Liaison Information:
Name: Marlo Belkin
Telephone #: 561.279.2970
Fax #: 561.279.2507
e-mail: mbelkin@milagrocenter.org

Purpose/Mission of Agency: The Milagro Center provides superior arts education to the children of Palm Beach County's most disadvantaged populations. Milagro, which means 'miracle' in Spanish, creates a unique community context within which students, families, and schools cooperate to achieve mutual success. The Center's three goals are to: 1. ensure academic success; 2. teach inclusion, embrace diversity and promote the arts; 3. create strong individuals who positively impact their communities.

PROJECT INFORMATION

1. Name of Project: Milagro Center Children's Programs
 2. Project Description
 - General (Project Scope): The Milagro Center assists elementary school students from households with incomes at or below the federal poverty level; all students participate in the Palm Beach County Schools free lunch program. The arts center targets first-generation Americans with limited English proficiency, education, and assimilation skills and offers them education and arts in its after school and summer programs.
 - Public Purpose: The Milagro Center is a non-profit 501(1)(3) organization based in Delray Beach. The Milagro Center was established in 1997 as an arts and cultural community center. Today, the Milagro Center works exclusively with children; its after school curriculum has been strengthened and intensified to highlight its mission as a provider of cultural arts education.
 - Location and Date: 340 SW 6th Ave., Delray Beach, 33444; ongoing
 - Anticipated Number of Participants/Users: 50 children in house; 250 children through outreach; 250 adults through mentor and volunteer programs.
 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. Contractual services (artist stipends); Materials, supplies, direct purchases; Miscellaneous program costs.
 4. Estimated Lump Sum Total for Project: \$ 363,584
 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). Sept. 1, 2007 to Aug. 30, 2008
- 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 \$ 5,000

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: _____

_____ Date

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

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

 Administrator Date

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.

 Financial Officer Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 03/12/08
PRODUCER Ridge Insurance Agencies, Inc. 2275 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		
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-PORT <input type="checkbox"/> LOC	GL3220665	09/11/07	09/11/08	EACH OCCURRENCE	\$ 1,000,000
	FIRE DAMAGE (Any one fire)				\$	
	MED EXP (Any one person)				\$ 5,000	
	PERSONAL & ADV INJURY				\$	
	GENERAL AGGREGATE				\$ 1,000,000	
	PRODUCTS - COMP/OP AGG				\$ 1,000,000	
B	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	05558944	12/08/07	12/08/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	PROPERTY DAMAGE (Per accident)				\$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
Palm Beach County
Additional Insured

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: Palm Beach County, Dept. of Parks and Recreation 2700 6th Ave 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 <u>30</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
--	--

DRIVE INSURANCE
PO BOX 94739
CLEVELAND, OH 44101

031215



PALM BEACH CO. DEPT
2700 6TH AVE
LAKE WORTH, FL 33461

Policy number: 05558944-1

Underwritten by:
Progressive Express Ins Company
Insured: MILAGRO FOUNDATION INC
December 4, 2007
Policy Period: Dec 8, 2007 - Dec 8, 2008



Mailing Address

Progressive Express Ins Company
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

PALM BEACH CO. DEPT
2700 6TH AVE
LAKE WORTH, FL 33461

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$1,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 05558944-1

Issued to (Name of Insured): MILAGRO FOUNDATION INC

Effective date of endorsement: 12/08/2007 Policy expiration date: 12/08/2008

Form 1198 (01/04)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/12/07
PRODUCER Psyche Agency, Inc. 150 Sawgrass Dr Rochester, NY 14620 1-800-472-0072	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 Psyche Business Solutions, Inc. MILAGRO FOUNDATION INC DBA MILAGRO CENTER 911 Panorama Trail South Rochester, NY 14625 877-266-6850	INSURERS AFFORDING COVERAGE	
	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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <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 (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO EA ACC \$ ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	1101953	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				\$ \$ \$

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
COUNTY ATTORNEY OFFICE SUHAN 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 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE. AUTHORIZED REPRESENTATIVE <i>Diana Subman</i>