

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 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 Expanding and Preserving Our Cultural Heritage, Inc. (EPOCH) for the period May 6, 2008, through December 30, 2008, in an amount not-to-exceed \$7,000 for funding of Kids Cultural Club programs.

Summary: This funding is to help offset costs for Kids Cultural Club programs sponsored by EPOCH at the Spady House Cultural Heritage Museum and the Delray Full Service Center. Approximately 300 children and youth participate in these programs. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: EPOCH is a not-for-profit organization whose purpose is to support cultural education (past and present) and life enrichment skills to underserved children and youth in the south County area. The Kids Cultural Club is a year round program designed to support, mentor, and empower youth in their personal growth and development through a series of insightful activities, individual/group/intergenerational mentoring experiences, and cultural education activities.

The total annual cost of the Kids Cultural Club programs is approximately \$130,848 for personnel costs, educational materials and supplies, contractual services, and other miscellaneous expenses related to the programs. The \$7,000 from District 7 RAP will help offset a portion of the expenses for the programs. The Agreement has been executed on behalf of Expanding and Preserving Our Cultural Heritage, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

4/16/08
Date

Approved by: 
Assistant County Administrator

7/30/08
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>7,000</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>7,000</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-R907-149-8201 \$7,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Atwillhite 4.28.08
 OFMB ⁸⁸_{4/28/08} 5/11/08 ^{ON}_{4/28/08}

Jim J. Jacobst 4/29/08
 Contract Development and Control ^{2/29/08}_{4/29/08}

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delmont 4/30/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND EXPANDING AND
PRESERVING OUR CULTURAL HERITAGE, INC. FOR FUNDING OF EPOCH KIDS
CULTURAL CLUB 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 Expanding and Preserving our Cultural Heritage, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "EPOCH".

WITNESSETH:

WHEREAS, EPOCH is a not-for-profit organization whose purpose is to offer cultural education (past and present) and life enrichment skills to underserved children and youth in the south county area; and

WHEREAS, EPOCH sponsors the Kids Cultural Club, which is a year round program designed to support, mentor, and empower youth in their personal growth and development through a series of insightful activities, individual/group/intergenerational mentoring experiences, and cultural education activities; and

WHEREAS, the Kids Cultural Club meets at the Spady House Cultural Heritage Museum, and Delray Full Service Center, and serves approximately three hundred (300) children and youth from ages six (6) through eighteen (18) annually; and

WHEREAS, the total cost of annual operational costs for the Kids Cultural Club is approximately \$130,848 for personnel costs, educational materials and supplies, contractual services, and other miscellaneous expenses; and

WHEREAS, EPOCH has requested that County provide \$7,000 to help offset expenses for the Kids Cultural Club; and

WHEREAS, funding for the Kids Cultural Club in an amount not-to-exceed \$7,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, community programs benefiting children of Palm Beach County 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 \$7,000 to EPOCH for the Kids Cultural Club Program for personnel costs, educational materials and supplies, contractual services, and other miscellaneous, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

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

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

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

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

9. The parties agree that, in the event EPOCH is in default of its obligations under this Agreement, the County shall provide EPOCH thirty (30) days written notice to cure the default. In the event EPOCH 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 EPOCH for the Project deemed to be in default and EPOCH shall return any County RAP funds already collected by EPOCH 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. EPOCH shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2007, through September 30, 2008. EPOCH 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 EPOCH may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny EPOCH's request for said extension.

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

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

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

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

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

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

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

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

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

19. The County and EPOCH 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, EPOCH 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 EPOCH:

Executive Director
Expanding and Preserving Our Cultural Heritage, Inc. (EPOCH)
170 N.W. 5th 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:

Daisy Sutter
Brandy Runkle

EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC.

EIN Number: 65-0687303

By: *VERA R. FARINGTON*
Name (Type or Print)

Title: *EPOCH BOARD President*

By: *Vera R. Farington*
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**

Name of Agency: Expanding & Preserving Our Cultural Heritage, Inc. (EPOCH)
Address: 170 North West 5th Avenue, Delray Beach, FL 33444

Federal Employer Identification Number: 65-0687303

Name of President: **Vera R. Farrington**
Name of Executive Director: **Daisy M. Fulton**
Project Liaison Information:
Name: **Daisy M. Fulton**
Telephone #: **561.279.8883**
Fax #: **561.279.2230**
e-mail: **dfulton@spadymuseum.org**

PROJECT INFORMATION

1. Name of Project: Spady Kids Cultural Club programs
2. Project Description

- General (Project Scope):

The year-round program focuses on underserved and at-risk children. The program is designed to support, mentor, and empower youth in their personal growth and development. Through a series of insightful activities, mentoring experiences and cultural educational workshops, elementary through high school children will explore and experience the world around them as it relates to understanding their cultural heritage; having respect for themselves and others; researching their family histories; and fostering civic responsibility.

The program components are built on cultural education (past and present) and life enrichment skills. EPOCH Kids Cultural Club modules and activities are currently organized at increasing levels of competency based on the children's age and development. Activities involve about 15 to 25 children in each of the three age streams (ages 6-9, 10-14, and 15-18). From these program modules future activities will be established.

- Public Purpose:

This program offers cultural education and life enrichment skills to the underserved children and youth in our community.

- Location:

Spady Cultural Heritage Museum, Delray Full Service Center

- Anticipated Number of Participants/Users:

300

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 Cost..... | \$84,544 |
| Educational Material, Supplies, etc..... | \$26,850 |
| Contractual Services..... | \$19,454 |

4. Estimated Lump Sum Total for Project: \$ 130,848

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). October 1, 2007 to September 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 Attachments:
Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded

\$ 7,000
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

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.

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 | | | 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.

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

 Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 99
EPOCH-1

DATE (MM/DD/YY)
09/12/07

PRODUCER

McKinley Financial Services
545 North Andrews Avenue
Fort Lauderdale FL 33301

James Drake

Phone No 954-938-2685 Fax No 954-938-2695

INSURED

EPOCH, Inc.
Clarence Vaughn
17 NW 4th Avenue
Delray Beach FL 33344

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.

COMPANIES AFFORDING COVERAGE

| | |
|-----------|--------------------------------|
| COMPANY A | Markel International Insurance |
| COMPANY B | Great American Insurance |
| COMPANY C | |
| COMPANY D | |

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|--|---------------|----------------------------------|-----------------------------------|------------------------------|--------------|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT | MIR-050641 | 09/12/07 | 09/12/08 | GENERAL AGGREGATE | \$ 1,000,000 |
| | | | | | PRODUCTS - COM/POP AGG | \$ 1,000,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | \$ 50,000 |
| | | | | | MED EXP (Any one person) | \$ 1,000 |
| | 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 | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE | \$ |
| | | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | EACH ACCIDENT | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL <input type="checkbox"/> OTHER | | | | WC STATUTORY LIMITS | \$ |
| | | | | | EL EACH ACCIDENT | \$ |
| | | | | | EL DISEASE - POLICY LIMIT | \$ |
| | | | | | EL DISEASE - EA EMPLOYEE | \$ |
| | | | | | | \$ |
| A | Business Personal | MIR-050641 | 09/12/07 | 09/12/08 | Contents | \$150,000 |
| B | Directors & Office | EPP6180747 | 07/16/07 | 07/16/08 | D&O | \$1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Offices. Certificate Holder is Named Additional Insured with respect to General Liability only.

CERTIFICATE HOLDER

Palm Beach County
c/o Parks and Recreation Dept.
Additional Insured
2700 6th Avenue South
Lake Worth FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James Drake

CORD 25-S (1/95)

ACORD CORPORATION 1988



A NOT-FOR-PROFIT
ORGANIZATION DEDICATED TO
PRESERVING AND
COMMUNICATING THE
CULTURALLY DIVERSE HISTORY
OF SOUTH FLORIDA

**Expanding & Preserving Our
Cultural Heritage, Inc.**
170 NW 5th Avenue
Delray Beach, FL 33444
Phone: 561-279-8883
Fax: 561-279-2230
www.spadymuseum.org

President

Vera R. Farrington

1st Vice President

Clarence M. Vaughn

2nd Vice President

Mark Reingold, Esq.

Treasurer

Clarence M. Vaughn

Secretary

Kenneth Howard

Board Members

Perry Brown

Col. William J. Condry

Clifford Durden

Mildred George

Ralph B. Johnson

Rosalind Murray

Alfred Straghn

Memorialized Member

C. Spencer Pompey

Executive Director

Daisy M. Fulton

Museum Advisory Board

Dr. I.C. Spivey

Spiritual Advisor

W. Rod Faulds, Director

FAU University Galleries

Dorothy Patterson, Archivist

Delray Beach Historical Society

*"Until the lions have their historians
the tales of the hunt will continue to
glorify the hunter." ...an African proverb*

March 8, 2008

Palm Beach County
Parks and Recreation Department
2700 6th Ave.
Lake Worth, FL 33461

Dear Sir/Madam:

The non-profit organization Expanding & Preserving Our Cultural Heritage, Inc. (EPOCH) has fewer than four employees and is not required to carry Worker's Compensation insurance.

Sincerely,

A handwritten signature in cursive script that reads "Daisy M. Fulton".

Daisy M. Fulton
Executive Director

cc: Vera R. Farrington-President