

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 17, 2008

Consent

Regular

Ordinance

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 Community Child Care Center of Delray Beach Foundation, Inc., dba Achievement Centers for Children and Families Foundation for the period June 17, 2008, through January 30, 2009, in an amount not-to-exceed \$10,000 for funding of upgrades to playground equipment.

Summary: This funding is to help offset costs for playground equipment upgrades for the Achievement Centers for Children and Families Foundation ("Achievement Centers") for its Lake Ida campus. Approximately 300 children are served in the Lake Ida campus programs. This Agreement allows for the reimbursement of eligible expenses incurred subsequent to February 21, 2008. Funding is from the Recreation Assistance Program (RAP) District 4 Funds. District 7 (AH)

Background and Justification: Achievement Centers is a not-for-profit corporation whose mission is to provide programs designed to educate and support low-income, high-risk children while offering resources for families to break the cycle of poverty. Services include quality, affordable toddler and pre-school childcare, after school and extended day programs, a teen program, adult education, and community outreach services. Services target children who are at the highest risk for poverty, abuse, abandonment, or neglect. The playground upgrades were necessary to ensure a safe environment for toddlers, pre-schoolers, and after school program students.

The total cost of the playground upgrades was approximately \$18,646 for playground equipment removal, purchase and installation of new playground equipment, fence repair, miscellaneous small playground equipment replenishment, and other miscellaneous playground expenses. The \$10,000 from District 4 RAP will offset a portion of the cost of the project. The Agreement has been executed on behalf of Community Child Care Center of Delray Beach Foundation, Inc., dba Achievement Centers for Children and Families Foundation, and now needs to be approved by the Board of County Commissioners.


Attachment: Agreement

Recommended by:


Department Director

5-19-08
Date

Approved by:


Assistant County Administrator

5/3/08
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>10,000</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>10,000</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 R904
 Object 8201 Program N/A

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

Recreation Assistance Program
 District 4 3600-583-R904-097-8201 \$10,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Strohlwhite 6.2.08
 OFMB 2/29/08 CM 5/21/08 SH 6/28/08

Dr. J. Jacoby 6/2/08
 Contract Development and Control
E. Jones 6/2/08

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgant 6/3/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COMMUNITY CHILD CARE
CENTER OF DELRAY BEACH FOUNDATION, INC., DBA ACHIEVEMENT CENTERS
FOR CHILDREN & FAMILIES FOUNDATION, INC. FOR THE FUNDING OF UPGRADES
TO PLAYGROUND EQUIPMENT**

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 Community Child Care Center of Delray Beach Foundation, Inc., dba Achievement Centers for Children and Families Foundation, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Achievement Centers".

WITNESSETH:

WHEREAS, Achievement Centers is a not-for-profit organization whose mission is to provide programs designed to educate and support low-income, high-risk children while offering resources for families to break the cycle of poverty through services that include quality affordable toddler and pre-school child care, after school and extended day programs, a teen program, adult education and community outreach services; and

WHEREAS, Achievement Centers serves over three hundred (300) children in its toddler, preschool/pre-kindergarten and after school programs at its Lake Ida campus; and

WHEREAS, the seven Lake Ida campus playgrounds are separated by age in order that they may be developmentally appropriate for children; and

WHEREAS, the toddler/preschool playground needs to be replaced with modern, safe playground equipment and have its fence repaired, and the after school program playgrounds need new permanent basketball hoops and new playground equipment; and

WHEREAS, playground upgrades and renovations are anticipated to cost approximately \$18,646 for playground equipment removal, purchase and installation of new playground equipment, fence repair, miscellaneous small playground equipment replenishment, and other miscellaneous playground expenses; and

WHEREAS, Achievement Centers has requested that County provide \$10,000 to help offset costs for playground upgrades; and

WHEREAS, funding for the playground upgrades in an amount not-to-exceed \$10,000 is available from District 4 Recreation Assistance Program (RAP) reserves; and

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not-to-exceed \$10,000 to Achievement Centers for playground upgrades to include playground equipment removal, purchase and installation of new playground equipment, fence repair, miscellaneous small playground equipment, and other miscellaneous playground 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 Achievement Centers 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 Achievement Centers. Said information shall list each invoice paid by Achievement Centers and shall include the vendor invoice number; invoice date; and the amount paid by Achievement Centers along with the number and date of the respective check or proof of payment for said payment. Achievement Centers shall attach a copy of each vendor invoice paid by Achievement Centers 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, Achievement Centers' Program Administrator and Project Financial Officer shall certify the total funds spent by Achievement Centers on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Achievement Centers and approved by Achievement Centers as indicated.

3. Achievement Centers incurred expenses for the Project beginning on February 21, 2008. Those costs incurred by Achievement Centers for the Project, approved and submitted accordingly by Achievement Centers subsequent February 21, 2008, 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 Achievement Centers 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. Achievement Centers warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

8. The term of this Agreement shall be until January 30, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Achievement Centers is in default of its obligations under this Agreement, the County shall provide Achievement Centers thirty (30) days written notice to cure the default. In the event Achievement Centers 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 Achievement Centers for the Project deemed to be in default and Achievement Centers shall return any County RAP funds already collected by Achievement Centers 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. Achievement Centers shall complete the Project by October 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 21, 2008, through October 30, 2008. Achievement Centers shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Achievement Centers may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Achievement Centers' request for said extension.

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

13. Achievement Centers 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 Achievement Centers. 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 Achievement Centers 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, Achievement Centers 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 Achievement Centers, 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 Achievement Centers is eligible to receive reimbursement from the County.

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

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

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

Additional Insured. Achievement Centers 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." Achievement Centers shall provide the Additional Insured endorsements coverage on a primary basis.

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Achievement Centers shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder=s address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor

financial condition or failure to operate legally.

17. Upon request by County, Achievement Centers shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Achievement Centers 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, Achievement Centers 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 Achievement Centers:

Executive Director
Achievement Centers for Children & Families Foundation, Inc.
555 N.W. 4th Street
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:

Sasha K. Stokes
Sasha K. Stokes
Jusan W. Yinger

COMMUNITY CHILD CARE CENTER OF DELRAY BEACH FOUNDATION, INC., DBA ACHIEVEMENT CENTERS OF DELRAY BEACH FOUNDATION, INC.

FEI Number: 65-1023099

By: Stephanie Seibel
Name (Type or Print)

Executive Director

Title

Stephanie Seibel
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Achievement Centers for Children & Families Foundation, Inc.**

Mailing Address: 555 N.W. 4th Street, Delray Beach FL 33444

Federal Employer Identification Number: 65-1023099

Name of President: Thomas N. Murphy

Name of Executive Director: Nancy K. Hurd

Project/Project Liaison Information:

Name: Stephanie Seibel, Executive Director

Telephone #: (561) 266-0003, ext. 10

Fax #: (561) 266-0013

e-mail: sseibel@accffoundation.org

Purpose/Mission of Agency: The mission of the Achievement Centers is to provide programs designed to educate and support low-income, high-risk children while offering resources for families to break the cycle of poverty. Our comprehensive services include quality, affordable toddler and preschool childcare, after school and extended day programs, a teen program, adult education and community outreach services. Services target children who are at the highest risk for poverty, abuse, abandonment or neglect and for low-income families and adults.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Upgrades to Playground Equipment
2. Project/ Program Description
 - **General (Project Scope):** Remove old equipment and replace with safer, modern age appropriate equipment; repair fence located in playground area; replenish and install new playground equipment for after school program.
 - **Public Purpose:** We serve over 300 children in our toddler, preschool/pre-kindergarten and after-school programs at our main Lake Ida campus. We have 7 playgrounds and as mandated by many of our contracted funders, the playgrounds must segregate children by age, be developmentally appropriate for the children they serve and help address the growing concerns of childhood obesity. As a result of the mandated standards and the ongoing concerns, we must renovate the playgrounds. To ensure a safe environment for our toddlers/preschoolers, we must remove the existing equipment and replace it with new modern, safe playground equipment. The fence located around that area must be repaired. In addition, we would like to install new permanent basketball hoops and replenish the playground equipment for our after school program students.
 - **Location:** 555 NW 4th Street, Delray Beach
 - **Anticipated Number of Participants/Users:** 300 students, ages 12 months to 14 years old.
3. **Project/Program Elements:** List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/amounts.

Anticipated costs include playground equipment removal and installation, fence repair and miscellaneous small playground equipment replenishment.

purchase of new playground equipment

4. Estimated Lump Sum Total for Project/Program \$ 18,646.00
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which

project/program will be completed and all invoices paid).
2/21/08 to 10/30/08
month/day/year month/day/year

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

6. Required Attachments:

Certificate of Insurance Attached

Amount of Recreation Assistance Program Funding awarded

\$ 10,000

District 4

(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			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.

 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2007

PRODUCER (561)734-8445 FAX (561)734-7558
 Burkey Risk Services, Inc.
 2240 Woolbright Rd., Suite 201
 Boynton Beach, FL 33426-6363
 Maria Molina

INSURED Community Child Care Center of Delray Beach, Inc.
 Achievement Centers for Children & Families
 555 N. W. 4th Street
 Delray Beach, FL 33444-2734

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins. Co	
INSURER B: Everest National Ins. Co.	
INSURER C: Hartford Insurance	
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/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	PHPK2335376	10/11/2007	10/11/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liab				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PROF LIAB: \$1,000,000/3,000,000			MED EXP (Any one person) \$ 5,000
A	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	PHPK2335376	10/11/2007	10/11/2008	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 \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				OTHER THAN AUTO ONLY: EA ACC \$
	DEDUCTIBLE RETENTION \$				AGG \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2700009327071	10/11/2007	10/11/2008	WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Student Accident	21SR275677	10/11/2007	10/11/2008	\$2,000/\$10,000/\$20,000/\$1,000
		21SR281077	10/11/2007	10/11/2008	\$2,000/\$10,000/\$10,000/\$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Community Child Care Center of Delray Beach, Inc. and Community Child Care Center at the Beacon Center
 Community Child Care Center of Delray Beach Foundation. Locs: 555 NW 4th St, Delray Beach, FL
 400 SW 12 Ave, Delray Beach, FL; Certificate Holder is additional Insured.
 Workers' Compensation-30 days notice of cancellation

CERTIFICATE HOLDER

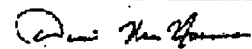
Palm Beach County Parks & Recreation Dept.
 Susan Yinger
 2700 6th Avenue South
 Lake Worth, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis McNamara, CIC/MVM



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.