

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 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 Community Resource Center of Coleman Park, Inc. for the period October 21, 2008, through March 31, 2009, in an amount not-to-exceed \$5,000 for funding Youth MIC Night Variety Shows.

Summary: This funding is to help offset costs incurred by Community Resource Center of Coleman Park, Inc. for Youth MIC Night Variety Shows held at Roosevelt Middle School. Between 80 and 150 youth participate in each of the on-going shows. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to December 15, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: Community Resource Center of Coleman Park, Inc. is a not-for-profit organization whose mission is to engage students in artistic, educational, constructive, innovative and fun activities to support and stimulate individuality, learning and creativity, and to develop strengths in the realm of the arts, broadcasting, and leadership. The Youth MIC Night Variety Shows help youth make positive choices and learn about each other's cultures, while directing their energies toward the performing and visual arts. Programs feature "G-Rated" performances featuring dance, poetry, comedy, song, etc.

The Youth MIC Variety Shows cost approximately \$5,000 for facility lease and facility staff, campus police, production company sound and video, food and beverage, prizes, show managing company, insurance, and other miscellaneous expenses associated with the shows. The \$5,000 from District 7 RAP funding will offset the cost of the shows. The Agreement has been executed on behalf of Community Resource Center of Coleman Park, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

9/30/08
Date

Approved by: 
Assistant County Administrator

10/14/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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)	<u>0</u>				

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:

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/District 7

3600-583-R907-163-8201 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Shwillike 10.8.08
 OFMB 28 10/7/08 CN 10/02/08 SH 10/6/08 10/8/08
 Contract Development and Control 10/15/08

B. Legal Sufficiency:

[Signature] 10/14/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

Rust Mgt. has waived insurance requirements due to School Board's coverage.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND COMMUNITY RESOURCE
CENTER OF COLEMAN PARK, INC.**

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 Resource Center of Coleman Park, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Resource Center".

W I T N E S S E T H:

WHEREAS, Resource Center is a not-for-profit organization whose mission is to engage students in artistic, educational, constructive, innovative and fun activities, to support and stimulate a passion for individuality, learning and creativity, and to tap into areas of interest in order to strengthen, display and expose strengths in the realm of the arts, broadcasting, and leadership; and

WHEREAS, Resource Center's goals are to implement preventive measures to help youth make positive choices and learn about each other's cultures through structured events such as Youth MIC Nite, which was created to give youth the chance to direct their energies toward the performing and visual arts; and

WHEREAS, Resource Center provides opportunities to approximately eighty (80) to one hundred fifty (150) youth to display their talents and win prizes for performances in dance, comedy, poetry, song, etc., at Youth MIC Nite Variety Shows held at Roosevelt Middle School; and

WHEREAS, Resource Center's costs for Youth MIC Night Variety Shows are approximately \$5,000 for facility lease, facility staff, campus police, production company sound and video, food and beverage, prizes, show managing company, insurance, and other miscellaneous expenses associated with the variety shows; and

WHEREAS, Resource Center has requested that County provide \$5,000 to help offset costs for the Youth MIC Nite Variety Shows; and

WHEREAS, funding to help offset Resource Center's operational costs for Youth MIC Nite Variety Shows 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 Community Resource Center to help offset costs for Youth MIC Nite Variety Shows for facility lease, facility staff, campus police, production company sound and video, food and beverage, prizes, show managing company, and other miscellaneous expenses associate with the shows, 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 Resource Center 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 Resource Center. Said information shall list each invoice paid by Resource Center and shall include the vendor invoice number; invoice date; and the amount paid by Resource Center along with the number and date of the respective check or proof of payment for said payment. Resource Center shall attach a copy of each vendor invoice paid by Resource Center 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, Resource Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Resource Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Resource Center and approved by Resource Center as indicated.

3. Resource Center incurred expenses for the Project beginning on December 15, 2007. Those costs incurred by Resource Center for the Project, approved and submitted accordingly by Resource Center subsequent to December 15, 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 Resource Center 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. Resource Center warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Resource Center 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, gender identity or expression.

7. Resource Center shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until March 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Resource Center is in default of its obligations under this Agreement, the County shall provide Resource Center thirty (30) days written notice to cure the default. In the event Resource Center 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 Resource Center for the Project deemed to be in default and Resource Center shall return any County RAP funds already collected by Resource Center 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. Resource Center shall complete the Project by December 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 15, 2007, through December 31, 2008. Resource Center shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Resource Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Resource Center's request for said extension.

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

13. Resource Center 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 Resource Center. 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 Resource Center 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, Resource Center 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 Resource Center, 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 Resource Center is eligible to receive reimbursement from the County.

16. Upon request by County, Resource Center shall demonstrate financial accountability through the submission of acceptable financial audits performed by an

independent auditor.

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

18. The County and Resource Center may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

19. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Resource Center certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Resource Center:

President
Community Resource Center of Coleman Park, Inc.
P.O. Box 4371
West Palm Beach, FL 33402

23. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

Donelle Jones

COMMUNITY RESOURCE CENTER OF COLEMAN PARK, INC.
FEI Number: 650364793

Sandra Hayes

By: *Donald F. Gibson II*
Name (Type or Print)
Executive Director
Title
Donald F. Gibson II
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *[Signature]*
For Dennis L. Eshleman, Director
Parks and Recreation Department

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

Name of Agency: Community Resource Center of Coleman Park, Inc.

Mailing Address: P.O. Box 4371, West Palm Beach, FL 33402

Employer Identification Number: 650364793

Name of President:

Name of Executive Director: Donald Gibson

Project Liaison Information:

Name: Donielle Jones

Telephone #: 561-503-6092

Fax #:

e-mail: jonesdonielle@yahoo.com

Purpose/Mission of Agency: Engage students in artistic, educational, constructive, innovative and fun activities. To support and stimulate a passion for individuality, learning and creativity. Tap into their areas of interest in order to strengthen, display and expose those strengths in the realm of The Arts, Broadcasting, and leadership gifts. Create a safe environment where students can develop and express their talents.

PROJECT INFORMATION

1. Name of Project: Youth MIC Nite Variety Shows

2. Project Description

- General (Project Scope) including Recreational/Cultural Aspects:

As you know previous rash of crimes, most notably the torture and rape of a young mother and her son in Dunbar Village, has prompted varied responses from city leaders, public entities and primate organizations. Many calls-to-action have focused on crime prevention; more police, video surveillance and increased rewards for information leading to arrests. While all of these measures are well-warranted, our organization believes it is also important to implement preventative measures to help today's youth of all cultures to make positive choices. Negative influences abound for children today. Gangster rap, acid rock, violent video games and adult-themed cartoons on network television continue to bombard our youngsters. Youth MIC Nite will enable our children of all races to respect and learn about each other's cultures by way of their display through these events.

- Public Purpose: The result of being exposed to the aforementioned teen-tainting images has only aided in jading young people. Children need something positive to be a part of on the weekends. The Youth MIC Nite has been created to give children the chance to direct their energy toward the performing and visual arts. The youth will have the opportunity to display their talents and win prizes with "G-rated" performances in dance, comedy, poetry, song, etc. allowing youth the opportunity to be constrictively preoccupied, creative and competitive. Participants will have the joy of expressing their "inner-artist", while their peers provide encouragement and support.
- Location and Dates: Roosevelt Middle School – on-going dates
- Anticipated Number of Participants/Users: 80-150

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.

Lease of facility, staff from facility, campus police, production company (sound and video), food and beverage, prizes, show managing company, insurance costs, and other miscellaneous expenses related to the Youth MIC Night variety shows.

- 4. Estimated Lump Sum Total for Project: \$5,000
- 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). December 15, 2007 to December 31, 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 School Board Insurance approved as authorized by Dick Cohen.

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: _____

Submittal #: _____

Date _____

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

 Administrator

 Date

 Date

Susan Yinger

From: Dick Cohen
Sent: Wednesday, August 06, 2008 3:21 PM
To: Susan Yinger
Subject: RE: Agencies having Events at School District Facilities

Yes. That's the cleanest way

From: Susan Yinger
Sent: Wednesday, August 06, 2008 2:46 PM
To: Dick Cohen
Subject: RE: Agencies having Events at School District Facilities

Should I leave the insurance section out of the Agreement entirely, or just leave it as is and attach your e-mail as a waiver?

From: Dick Cohen
Sent: Wednesday, August 06, 2008 10:28 AM
To: Susan Yinger
Subject: RE: Agencies having Events at School District Facilities

In response to your 8/5 email, Risk Mgm't is agreeable to accepting the School Board's coverage for each of the two agencies indicated and waiving the requirement that the County be included as an "additional insured" since it is certain that the School Board's program does not allow for that situation.

From: Susan Yinger
Sent: Wednesday, August 06, 2008 10:10 AM
To: Dick Cohen
Subject: FW: Agencies having Events at School District Facilities

From: Susan Yinger
Sent: Wednesday, August 06, 2008 9:55 AM
To: Dick Cohen
Subject: FW: Agencies having Events at School District Facilities

From: Susan Yinger
Sent: Tuesday, August 05, 2008 1:38 PM
To: Dick Cohen
Cc: Veronica Kinnett
Subject: Agencies having Events at School District Facilities

Dick,

I have two agencies (Community Resource Center of Coleman Park, Inc. and Everglades Area Health Education Center, Inc.) for which I have prepared RAP Agreements for special events/programs at held by those agencies at Palm Beach

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2008

PRODUCER (561)994-9994 FAX (561)997-7087
The Beacon Group, Inc.
6001 Broken Sound Pkwy., N.W.
Suite 500
Boca Raton, FL 33487-2730

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 School District of Palm Beach Co.
3370 Forest Hill Blvd.
Suite A-103
West Palm Beach, FL 33406

INSURERS AFFORDING COVERAGE NAIC #
INSURER A: School District of Palm Beach County
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 200,000 PRODUCTS - COM/PROP AGG \$ included
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	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2008	07/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 200,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ included
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FLA STATUTE 768.28	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims under F.S.768.28. Excess bodily injury & property damage jurisdictions

CERTIFICATE HOLDER

Palm Beach County BOCC
Risk Management Department
Attn: Dick Cohen
160 Australian Avenue
Suite 401
West Palm Beach, FL 33406

RISK MGMT.
Received
JUN 17 2008
DEPT.

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
Donald Dresback, CPCU, ARM/ *Donald Dresback* A072032

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/27/2007
PRODUCER (561)994-9994 The Beacon Group, Inc. 3001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton, FL 33487-2730	FAX (561)997-7087	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 School District of Palm Beach Co. 3370 Forest Hill Blvd. Suite A-103 West Palm Beach, FL 33406	INSURER A: School District of Palm Beach County	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMP/OP AGG \$ included
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	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2007	07/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 200,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ included
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2007	07/01/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FLA STATUTE 768.28	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims bills & claims subject to Federal or Out-of-State jurisdictions

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County BOCC Risk Management Department Attn: Dick Cohen 160 Australian Avenue Suite 401 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 Donald E. Dresback/C02

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NC667842

ENDORSEMENT # 1

Named Insured: PERMITEES & LICENSEES - SEE ENDT #1

Agency # 00929 - 00

Continental Agency of Florida, Inc.
6413 Congress Ave, Suite 110
Boca Raton, FL 33487

Endorsement Effective Date: 07/01/2007

Surplus Lines Agent: Steven M. Finver
License Number: A084396

GENERAL CHANGE ENDORSEMENT

NAMED INSURED:

PERMITEES AND LICENSEES OF THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Tax & Fee Schedule

\$

PREMIUM: None AP RP \$

Total Taxes & Fees \$

TOTAL PREMIUM DUE \$

All other Terms and Conditions of the Policy remain unchanged.

THE BEACON GROUP / MARIE BURTON
6001 BROKEN SOUND PKWY NW, SUITE 500
BOCA RATON FL 33487

Boca Raton, FL
08/02/2007 MG

Countersignature or Authorized Representative, whichever is applicable

S901 (01/97)