

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

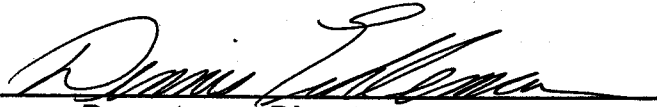
**Motion and Title:** Staff recommends motion to approve: Agreement with Boynton Cultural Centre, Inc. for the period January 13, 2009, through August 5, 2009, in an amount not-to-exceed \$2,500 for Boynton Beach Schoolhouse Children's Museum and Learning Center programs.

**Summary:** This funding is to assist with costs for after school historical and environmental enrichment programs at the Boynton Beach Schoolhouse Children's Museum. The programs are offered to approximately 530 children annually by Boynton Cultural Centre, Inc. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 2, 2009. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

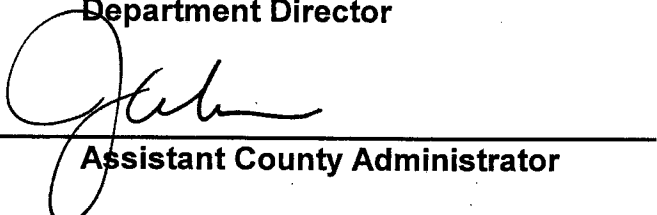
**Background and Justification:** The Boynton Cultural Centre, Inc. is a not-for-profit organization whose mission is to encourage children to learn about themselves and the history, natural history and arts of Palm Beach County and the State of Florida. Boynton Cultural Centre operates the Boynton Beach Schoolhouse Children's Museum and Learning Center which educates children through hands-on interdisciplinary and multidisciplinary exhibits, programs, outreach activities, and special events that address the richness and diversity of Florida's heritage. The 2009 schedule of programs includes home school and after school historical and environmental enrichment programs that meet State of Florida Standards for curriculum and contain FCAT components.

The total cost of the after school historical and environmental enrichment programs is approximately \$5,000 for personnel costs. The \$2,500 from District 7 RAP funding will offset a portion of the personnel costs for the programs. The Agreement has been executed on behalf of the Boynton Cultural Centre, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:   
Department Director

12/17/08  
Date

Approved by:   
Assistant County Administrator

1/5/09  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND BOYNTON CULTURAL  
CENTRE, INC. FOR BOYNTON BEACH SCHOOLHOUSE CHILDREN'S MUSEUM  
AND LEARNING CENTER 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 Boynton Cultural Centre, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Cultural Centre".

**WITNESSETH:**

**WHEREAS**, Cultural Centre is a not-for-profit organization whose mission is to encourage children in cooperation with their parents to learn about themselves, the history, natural history and arts of Palm Beach County and the State of Florida; and

**WHEREAS**, Cultural Centre educates children through hands on-interdisciplinary and multidisciplinary exhibits, programs, outreach activities and special events that address the richness and diversity of Florida's heritage; and

**WHEREAS**, Cultural Centre's 2009 schedule of programs includes home school and after school historical and environmental enrichment programs (the "Programs") that meet State of Florida Standards for curriculum and contain FCAT components; and

**WHEREAS**, approximately five hundred thirty (530) children will participate in the Programs; and

**WHEREAS**, personnel costs for the Programs are approximately \$5,000; and

**WHEREAS**, Cultural Centre has requested that County provide \$2,500 to help offset personnel costs for the Programs; and

**WHEREAS**, funding for Cultural Centre's personnel costs for the Programs in an amount not-to-exceed \$2,500 is available from the Recreation Assistance Program (RAP) – District 7; and

**WHEREAS**, after school enrichment 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 \$2,500 to Cultural Centre to help offset personnel costs for the Programs, 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 Cultural Centre 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 Cultural Centre. Said information shall list each invoice paid by Cultural Centre and shall include the vendor invoice number; invoice date; and the amount paid by Cultural Centre along with the number and date of the respective check or proof of payment for said payment. Cultural Centre shall attach a copy of each vendor invoice paid by Cultural Centre 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, Cultural Centre's Program Administrator and Project Financial Officer shall certify the total funds spent by Cultural Centre on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Cultural Centre and approved by Cultural Centre as indicated.

3. Cultural Centre incurred expenses for the Project beginning on January 2, 2009. Those costs incurred by Cultural Centre for the Project, approved and submitted accordingly by Cultural Centre subsequent to January 2, 2009, 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 Cultural Centre 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. Cultural Centre warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Cultural Centre 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, sexual orientation, gender identity, or expression.

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

8. The term of this Agreement shall be until August 5, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Cultural Centre is in default of its obligations under this Agreement, the County shall provide Cultural Centre thirty (30) days written notice to cure the default. In the event Cultural Centre 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 Cultural Centre for the Project deemed to be in default and Cultural Centre shall return any County RAP funds already collected by Cultural Centre 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. Cultural Centre shall complete the Project by May 5, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 2, 2009, through May 5, 2009. Cultural Centre shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 5, 2009. Upon written notification to County prior to that date Cultural Centre may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Cultural Centre's request for said extension.

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

13. Cultural Centre 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 Cultural Centre. 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 Cultural Centre 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, Cultural Centre 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 Cultural Centre, 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 Cultural Centre is eligible to receive reimbursement from the County.

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

**Commercial General Liability.** Cultural Centre 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. Cultural Centre shall provide this coverage on a primary basis.

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

**Additional Insured.** Cultural Centre 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." Cultural Centre shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Cultural Centre 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 Cultural Centre 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 Cultural Centre enter into such an agreement on a pre-loss basis.

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

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

19. The County and Cultural Centre 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, Cultural Centre 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 Cultural Centre:  
Executive Director  
Boynton Cultural Centre, Inc.  
129 East Ocean Avenue,  
Boynton Beach, FL 33435

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

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

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Commissioner John F. Koons, Chairman

**WITNESSES:**

*Dusar W. Yague*  
*Nancy Beale*

**BOYNTON CULTURAL CENTRE, INC.**  
FEI Number: 31-1494582

By: Michael D. Hall  
Name (Type or Print)  
Executive Director  
Title  
Michael Hall  
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**

Name of Agency: *Boynton Cultural Centre, Inc. d/b/a Schoolhouse Children's Museum and Learning Center*

Mailing Address: 129 East Ocean Avenue, Boynton Beach, FL 33435

Federal Employer Identification Number: 31-1494582

Name of President: Stacey Accardi

Name of Executive Director: Michael D. Hall Ph.D

Project Liaison Information:

Name: Michael Hall

Telephone #: 561-742-6784

Fax #: 561-742-6781

e-mail: [mike196147@yahoo.com](mailto:mike196147@yahoo.com)

Purpose/Mission of Agency:

The *Schoolhouse Children's Museum & Learning Center* is founded by the *Boynton Cultural Centre, Inc.* with the specific mission to encourage children in cooperation with their parents to learn about themselves, the history, natural history and arts of Palm Beach County and the State of Florida. The mission of the museum is to serve by educating all the children who walk through its doors. Its service through education focuses on hands-on interdisciplinary and multidisciplinary exhibits, programs, outreach activities and special events which speak to the richness and diversity of our Florida heritage.

**PROJECT INFORMATION**

1. Name of Project: *Boynton Beach Schoolhouse Children's Museum and Learning Center Programs.*

2. Project Description *Enrichment Classes at Schoolhouse Children's Museum and Learning Center.*

- General (Project Scope): In our new 2009 schedule of programs we have retained our popular enrichment classes at the request of *Palm Beach County Home School Association* parents. (We have modified the time that these classes are held so that they now also accommodate after school children.) These quality enrichment programs meet State of Florida Standards for portfolio development to supplement home school studies to the Palm Beach County School Superintendent's Office. For that reason we have added an FCAT component to all curriculum. All classes are geared to ages 6 to 10 and address Dr. Howard Gardner's (professor of education at Harvard University) multiple intelligences. Programs will be offered weekly on Tuesday, Wednesday and Thursday and will include instruction on environmental science topics by *Florida Atlantic University* instructors.

- Public Purpose: To serve home school and after school museum patrons in Palm Beach County.

Location and Date: *Schoolhouse Children's Museum & Learning Center, 129 East Ocean Avenue, Boynton Beach, FL 33435.* January 2<sup>nd</sup> to May 5<sup>th</sup>, 2009.

- Anticipated Number of Participants/Users: 530.

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.

The basic fee to present this program is to pay instructors from *Florida Atlantic University* to come to our Museum to present the programs. The total fee is \$5,000.00 and we request \$2,500.00 in support. We already have \$2,500.00 in matching funds.

4. Estimated Lump Sum Total for Project: \$ 5,000.00 and we request \$2,500.00

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). January 2<sup>nd</sup> 2009 to May 5<sup>th</sup> 2009

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 Already Submitted.

Amount of Recreation Assistance Program Funding awarded \$ 2,500  
District 7  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)

|   |   |                               |
|---|---|-------------------------------|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>  |   | DATE (MM/DD/YYYY)<br>10/07/08 |
| <b>PRODUCER</b><br>CNA Sales & Service Center<br>PO Box 946580<br>Maitland, FL 32794-6580<br>877 724-2669 | 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. |                               |
| <b>INSURED</b><br>Boynton Cultural Centre, Inc.<br>129 E. Ocean Avenue<br>Boynton Beach, FL 33435-4452    | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: <b>National Fire Insurance Company</b><br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:   | <b>NAIC #</b>                 |

**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 INBRD        | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |                     |       |                    |    |                            |    |                             |    |
|-----------------------------|--|---------------|----------------------------------|-----------------------------------|---|---------------------|-------|--------------------|----|----------------------------|----|-----------------------------|----|
| A                           | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | 2023086804    | 11/16/08                         | 11/16/09                          | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMPOP AGG \$2,000,000  |                     |       |                    |    |                            |    |                             |    |
|                             | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |                     |       |                    |    |                            |    |                             |    |
|                             | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |                     |       |                    |    |                            |    |                             |    |
|                             | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$  |                     |       |                    |    |                            |    |                             |    |
|                             | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  |               |                                  |                                   | <table style="width:100%; font-size: x-small;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATUTORY LIMITS         | OTHER  |               |                                  |                                   |   |                     |       |                    |    |                            |    |                             |    |
| E.L. EACH ACCIDENT          | \$   |               |                                  |                                   |   |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - EA EMPLOYEE  | \$   |               |                                  |                                   |   |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - POLICY LIMIT | \$   |               |                                  |                                   |   |                     |       |                    |    |                            |    |                             |    |
|                             | OTHER  |               |                                  |                                   |   |                     |       |                    |    |                            |    |                             |    |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate Holder is added as an additional insured as provided in the Non Contractors blanket additional insured endorsement.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>Palm Beach County<br>301 N. Olive Ave.<br>West Palm Beach, FL 33401 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br><i>Christine Pigele</i> |
|--|---|



333 S Wabash  
Chicago, Illinois 60604

AUDIT STATEMENT - WORKERS' COMPENSATION  
AUDIT PERIOD - 09/04/07 TO 09/04/08  
FINAL AUDIT  
PRPT: 4070 AUDITOR: FI  
AUDIT BASED ON AUDITOR'S REPORT

| Policy Number   | From     | Policy Period | To | Coverage Is Provided By  | Agency    |
|---|----------|---------------|----|--|-----------|
| WC 2 49797101   | 09/04/07 | 09/04/08      |    | CONTINENTAL CASUALTY CO  | 023448770 |
| Named Insured And Address   |          |               |    | Agent  |           |
| BOYNTON CULTURAL CENTRE INC<br>129 E. OCEAN AVE.<br>BOYNTON BEACH, FL 33435 |          |               |    | CS&S/WEEKES & CALLAWAY, INC<br>3945 W ATLANTIC AVENUE<br>DELRAY BEACH FL 33445 |           |

\*\* SCHEDULE OF OPERATIONS \*\*

| LOC CODE | CLASSIFICATION OF OPERATIONS          | ACTUAL EXPOSURE | RATE PER \$100 REMUN | EARNED PREMIUM |
|----------|---------------------------------------|-----------------|----------------------|----------------|
|          | STATE: FLORIDA                        |                 |                      |                |
| 001 8810 | CLERICAL OFFICE EMPLOYEES NOC         | 139,559         | .48                  | \$670          |
| 0900     | EXPENSE CONSTANT NCCI REVISED PROGRAM |                 |                      | \$200          |
| 9740     | FOREIGN TERRORISM PREMIUM             | 139,559         | .0300                | \$42           |
|          | TOTAL SCHEDULE OF OPERATIONS PREMIUM  |                 |                      | \$912          |

2102023448770030018701700010



INSURED



333 S Wabash  
Chicago, Illinois 60604

AUDIT STATEMENT - WORKERS' COMPENSATION  
AUDIT PERIOD - 09/04/07 TO 09/04/08  
FINAL AUDIT  
PRPT: 4070 AUDITOR: FI  
AUDIT BASED ON AUDITOR'S REPORT

| Policy Number  | From     | Policy Period | To | Coverage Is Provided By   | Agency    |
|--|----------|---------------|----|---|-----------|
| WC 2 49797101  | 09/04/07 | 09/04/08      |    | CONTINENTAL CASUALTY CO   | 023448770 |
| Named Insured And Address  |          |               |    | Agent   |           |
| BOYNTON CULTURAL CENTRE INC<br>129 E. OCEAN AVE.<br>BOYNTON BEACH, FL<br>33435 |          |               |    | CS&S/WEEKES & CALLAWAY, INC<br>3945 W ATLANTIC AVENUE<br>DELRAY BEACH<br>FL 33445 |           |

WORKERS' COMPENSATION AUDIT SUMMARY

|  |       |
|--|-------|
| TOTAL EARNED PREMIUM (SEE ATTACHED SCHEDULE) | \$912 |
| TOTAL PREVIOUSLY CHARGED                     | \$805 |
| BALANCE DUE COMPANY                          | \$107 |

210202344877003001370170008



\* THIS IS NOT AN INVOICE. THIS STATEMENT IS A REVIEW OF THE PREMIUM AUDIT THAT WAS PERFORMED ON THE POLICY INDICATED AND IS FOR INFORMATIONAL PURPOSES. THE AMOUNT SHOWN ON THIS STATEMENT WILL BE APPLIED TO YOUR POLICY/ACCOUNT BALANCE AND REFLECTED IN YOUR NEXT INVOICE.

DATE OF ISSUE: 10/09/08

POLICY ISSUING OFFICE: FLORIDA BRANCH

BOYNTON CULTU

TNCTED 07