

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012

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 Center for Creative Education, Inc. (CCE) for the period of September 11, 2012, through March 10, 2014, in an amount not-to-exceed \$550,000 for funding of construction costs to the Center for Creative Education facility - Phase I.

Summary: On June 19, 2012, the Board approved a reallocation of funding for the (CCE) under the 2002 \$50 Million Recreation and Cultural Facilities Bond. The reallocation provides \$550,000 (\$250,000 from District 2 and \$300,000 from District 7) for construction costs at their West Palm Beach facility. This agreement will provide funding to help offset costs for Phase I renovations to the CCE facility and allows for the reimbursement of eligible expenses incurred subsequent to March 1, 2012. Milestone deadlines for design and construction are required to be met in order for CCE to receive funding. Districts 2 and 7 (PK)

Background and Justification: CCE is a not-for-profit agency that serves underprivileged youth by providing cultural and fine arts programs in County schools, churches, Boys and Girls Clubs, and other sites. In an effort to expand cultural arts programming by constructing its own arts campus, CCE entered into an Agreement, R-2010-1907, with the County in an amount not-to-exceed \$800,000 from the 2002 \$50 Million Recreation and Cultural Facilities Bond. Due to CCE's redirected fiscal focus, this Agreement lapsed on May 16, 2012. CCE then presented a proposal that reduced the scope of the original project, identified phases of construction, and allows for completion of the exterior of the building and parking area, as well as interior renovations sufficient to allow the CCE to be opened to the public. The total project cost for Phase I is \$800,000. CCE is requesting \$550,000 from County bond funding which will be matched with \$250,000 from CCE. Project elements include exterior renovations, a community conference room, rehearsal hall/dance studio, one large and one medium sized classroom, workshop space, and six office workstations.

The Agreement contains specific project milestone completion dates, which are anticipated to be exceeded. The term of the Agreement is the standard 30 year term for Bond Agreements. The Agreement has been executed on behalf of the CCE, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

8-17-12
Date

Approved by: 
Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>550,000</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>550,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3020 Department 581 Unit P728
 Object 8201 Program

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

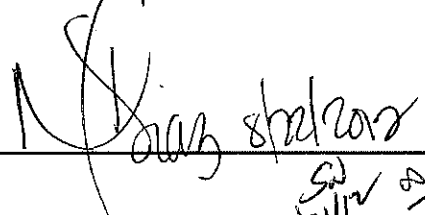
FUND: \$25M GO 03, Recreational & Cultural Facilities
 UNIT: Center for Creative Education Construction Project FY2010

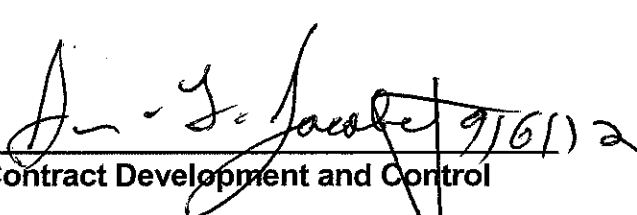
Contributions-Non-Govts Agencies 3020-581-P728-8201 \$550,000

C. Departmental Fiscal Review: 

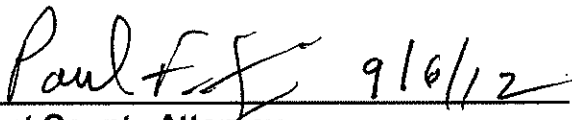
III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:


 OFMB
 8/21/12
 9/12/12


 Contract Development and Control
 9/16/12

B. Legal Sufficiency:


 Assistant County Attorney
 9/16/12

C. Other Departmental Review:

REVISED 09/2003
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CENTER FOR
CREATIVE EDUCATION, INC. FOR FUNDING OF CONSTRUCTION COSTS FOR
THE CENTER FOR CREATIVE EDUCATION – PHASE I**

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 Center for Creative Education, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, AGENCY owns property located at 424 24th Street in West Palm Beach; and

WHEREAS, AGENCY desires to construct renovations to the Center for Creative Education, hereinafter referred to as "the Project" at said location; and

WHEREAS, AGENCY has asked COUNTY to financially participate in the construction of said project; and

WHEREAS, on November 16, 2010, an Agreement (R-1010-1907) was approved by the Board of County Commissioners in an amount not to exceed \$800,000 for the funding of construction costs for the Center for Creative Education from the \$50 Million Recreation and Cultural Facilities Bond; and

WHEREAS, said Agreement lapsed on May 16, 2012, due to AGENCY'S need to revise the Agreement to accommodate budgetary concerns that required a reduced Project scope; and

WHEREAS, on June 19, 2012, the Board of County Commissioners authorized the reallocation of \$550,000 from the previously approved Center for Creative Education facility for construction of a revision to the prior project scope and funding amount; and

WHEREAS, AGENCY desires to operate and maintain the Project upon its completion; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for COUNTY to assist AGENCY in the funding of the Project.

Section 1.03 COUNTY will pay to AGENCY a total amount not to exceed \$550,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

AGENCY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. AGENCY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 AGENCY agrees to provide funding in an amount of \$250,000 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after AGENCY has expended \$250,000.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. 561-966-6613. AGENCY's representative during the construction of the Project shall be Robert Hamon, Chief Executive Officer, Center for Creative Education, Inc., at telephone no. 561-805-9927.

Section 1.06 AGENCY shall design and construct the Project upon property owned by AGENCY as more fully described in the legal description attached and made a part hereof as "Exhibit B".

Section 1.07 AGENCY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by AGENCY with regard to the Project. Any dispute, claim, or liability that may arise as a result of AGENCY's procurement is solely the responsibility of AGENCY and AGENCY hereby holds COUNTY harmless for same to the extent permitted by law.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 AGENCY shall be responsible for the design and construction of the Project.

AGENCY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. AGENCY agrees to meet design and construction milestones in Article 2 and to complete the Project within eighteen months from the date of execution of this Agreement by the parties hereto. AGENCY's failure to meet design and construction milestones shall be deemed an event of non-compliance of this Agreement and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Agreement.

Section 2.02 AGENCY shall complete the design, engineering, and permitting for the Project no later than three (3) months from the date of execution of this Agreement by the parties hereto. Said process shall include initiating its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project. AGENCY shall provide a copy of the engineer's and/or architect's design programming phase documents to COUNTY's Representative for review. COUNTY's Representative or Designee shall review said programming design phase documents to ensure consistency with the intent of this Agreement.

Section 2.03 AGENCY shall award the bid for construction of the Project and commence Project construction no later than six (6) months from the date of execution of this Agreement by the parties hereto. Prior to AGENCY commencing construction of the Project, AGENCY shall provide a copy of all plans or specifications (i.e., site plan, floor plan, elevations, etc.), along with the associated costs thereof to COUNTY's Representative for review to ensure consistency with the intent of this Agreement.

Section 2.04 AGENCY shall totally complete the Project and open same to the public for its intended use within eighteen (18) months from the date of execution of this Agreement by the parties hereto.

Section 2.05 AGENCY shall submit Quarterly Project Status Reports to COUNTY's Representative or Designee on or before January 10, April 10, July 10, and October 10 as well as separate Milestone Reports at such times that design and construction milestones have been met during the design and construction of the Project. The Quarterly Project Status reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative. Milestone Reports shall note the completion and date of completion (or explain non-completion) of each Milestone as delineated in Section 2 of this Agreement.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to AGENCY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of AGENCY. Should the total cost of the Project exceed the amount as projected by

AGENCY, AGENCY shall appropriate and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to AGENCY for the Project until AGENCY has appropriated and expended said excess funds for the Project

Section 3.02 COUNTY shall reimburse project costs under the terms of this Agreement to AGENCY on a quarterly basis from the date of execution of this Agreement; however, should the need arise for AGENCY to be reimbursed on a more frequent basis, then COUNTY will, at AGENCY's specific request for each instance, make its best efforts to reimburse AGENCY within forty five (45) days of such special request. For each requested payment, AGENCY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by AGENCY and shall include the vendor invoice number; invoice date; and the amount paid by AGENCY along with the number and date of the respective check for said payment. AGENCY shall attach a copy of each vendor invoice paid by AGENCY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, AGENCY's Project Administrator and Project Financial Officer shall certify the total funds spent by AGENCY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by AGENCY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to AGENCY for the Project until AGENCY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and COUNTY receives and approves all documentation as required in accordance with this Agreement. COUNTY's Representative or Designee shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 AGENCY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to COUNTY.

Section 3.05 COUNTY agrees to reimburse AGENCY an amount not to exceed \$550,000 for those approved pre-agreement costs accruing to the Project subsequent to March 1, 2012.

Section 3.06 All design and engineering costs associated with the project shall be borne by AGENCY, and will not be eligible for reimbursement from COUNTY. Said design and engineering costs may be used to help meet the project's matching funding requirement (see Section 1.04).

Section 3.07 COUNTY shall reimburse project costs only after AGENCY has expended its share of project funding in its entirety. AGENCY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's President, CEO, Chairman of the Board, Chief Financial Officer, or independent auditor that AGENCY has complied with this

Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to AGENCY under this Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the property of AGENCY. COUNTY shall not be required to pay AGENCY any additional funds for any other capital improvement required by or of AGENCY.

Section 4.02 AGENCY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. AGENCY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 AGENCY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Agreement by the parties hereto. AGENCY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. AGENCY may not assign this Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to AGENCY for the purpose set forth hereinabove. In the event AGENCY transfers ownership of the Project to a party or parties not now a part of this Agreement, other than another governmental entity that agrees to assume, in writing, AGENCY's obligations hereunder, COUNTY retains the right to reimbursement from AGENCY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should AGENCY transfer management of the project to a party or parties not now a part of this Agreement, AGENCY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, AGENCY shall not transfer management of the Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 AGENCY warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis. AGENCY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression with respect to use of the Project.

Section 5.02 The term of this Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Agreement by the parties hereto. AGENCY

shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 AGENCY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY seal and a list of current County Commissioners, unless otherwise directed by COUNTY's Representative or Designee.

ARTICLE 6: ACCESS, AUDITS, AND INSPECTOR GENERAL

AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the design and construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is issued by COUNTY, except that such records shall be retained by AGENCY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County Agreements, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees and lobbyists in order to ensure the compliance with the contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

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

With a Copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to AGENCY:
Chief Executive Officer
Center for Creative Education, Inc.
425 24th Street
West Palm Beach, FL 33407

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

Upon occurrence of one or more of the following events set forth below, COUNTY may find AGENCY in non-compliance and shall use any and all rights and remedies to this Agreement as indicated in Article 9 for non-compliance by AGENCY in the performance of any of the terms and conditions as set forth herein:

1. Failure to provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY's Representative or Designee for review no later than three (3) months from the date of execution of this Agreement.
2. Failure to award the bid for construction and commence Project construction no later than six (6) months from the date of execution of this Agreement.
3. Failure to totally complete the Project and open same to the public for its intended use within eighteen (18) months from the date of execution of this Agreement.
4. Failure in the performance of any of the material terms and conditions as set forth herein.

ARTICLE 9: REMEDIES

In the event of any non-compliance by AGENCY in the performance of any of the terms and conditions as set forth in Article 8 and if AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Agreement, either in whole or in part. These remedies include, but are not limited to terminating the Agreement and requiring AGENCY to reimburse any funds provided to AGENCY pursuant to this Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of the Agreement.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto 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.

ARTICLE 10: INDEMNIFICATION

It is understood and agreed that AGENCY 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. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees AGENCY shall indemnify, save and hold harmless and defend 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 intentional or negligent act or omission of AGENCY, its agents, servants and/or employees in the performance of this Agreement.

ARTICLE 11: INSURANCE

- A. AGENCY 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. The requirements contained herein, as well as COUNTY's review of acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. **Commercial General Liability.** AGENCY 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. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- E. **Additional Insured.** AGENCY shall endorse 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." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Builder's Risk and Property Insurance.** AGENCY agrees to maintain property

insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, AGENCY agrees to maintain All-Risk property insurance for adequate limits based on AGENCY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. AGENCY shall agree to be fully responsible for any deductible or self-insured retention.

- G. **Umbrella or Excess Liability.** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Waiver of Subrogation.** AGENCY hereby waives any and all rights of Subrogation against 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 AGENCY 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance.** Prior to execution of this Agreement by COUNTY, AGENCY shall deliver to COUNTY a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Contract 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.
- J. **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 Contract. 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.
- K. AGENCY shall require each Contractor engaged by AGENCY for work associated with this Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability Insurance at not less than \$1,000,000 Each Occurrence. COUNTY shall be named in the coverage as an additional insured.
3. Business Auto Insurance with limits of not less than \$1,000,000 each accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

ARTICLE 12: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AGENCY 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 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

ARTICLE 13: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 14: SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 15: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between COUNTY and AGENCY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Agreement. None of the provisions, terms and conditions contained in this

Agreement may be added to, modified, superseded or otherwise altered, except by written

instrument executed by the parties hereto.

ARTICLE 16: THIRD PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, 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 parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

WITNESSES:

By: **CENTER FOR CREATIVE EDUCATION,**
INC.

FEI/EIN #65-094599

Robert G. Hanson
D. P. ...

By: Pamela M. Miller
Name (Type or Print)

Title: Board Chair

By: [Signature]
Signature

APPROVED AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Eric Call
Eric Call, Director
Parks and recreation Department

By: _____
Agency Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney

LIST OF EXHIBITS

- EXHIBIT A Project Description, Conceptual Site Plan, and Cost Estimate
(Provided by Agency)
- EXHIBIT B Legal Description of Property (Provided by Agency)
- EXHIBIT C Contract Payment Request Form (Page 1 of 2) and
Contractual Services Purchase Schedule Form) (Page 2 of 2)
- EXHIBIT D Pre-Agreement Costs List

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

Center for Creative Education – Phase I Project Description and Cost Estimate

The Center for Creative Education has developed a phased construction strategy for the Center for Creative Education facility located at 425 24th Street in West Palm Beach, FL 33407. The Phase I focus of this project is to complete 6,500 square feet of interior space of this former skating rink to allow CCE to become a true “Center for Creative Education” that offers programming and arts/education based activities in its own building. This project will also allow CCE to relocate its staff from rental space to the newly renovated facility. Additional Project elements such as a black box theater will be completed by CCE in Phase II as budget allows.

Phase I Interior renovation includes: cabinetry, interior railings, doors and hardware, metal framing and drywall, painting, flooring, acoustical ceilings, lavatory partitions and accessories, wheel-chair lift, plumbing, fire protection, HVAC, and electrical work. The project will also include the completion of the exterior of the building so that the Center can present a positive image to the community. Phase I also includes Exterior completion of the facility and reconstruction of the existing east end asphalt parking lot (striping, signage, car stops, concrete curbing), construction of a trash enclosure, concrete slab, masonry walls, gates and paint. Additional Phase I exterior improvements include installation of steel railings on the handicap ramp, landscaping, irrigation on the east end lot, patching and repair of existing stucco, painting of exterior walls and trim, and completion of all roofing items.

Project Elements

Renovation of 6,500 square feet of interior space to include:

Community Conference Room

Rehearsal Hall/Dance Studio with capacity for 50 people

Large Classroom (A) – with capacity for 25 people

Medium Classroom (B) – with capacity for 15 people

Workshop Space – with capacity for 15-20 people (with sinks for wet projects)

Office Space for staff – capacity for 6 workstations

Completion detail of 100% of the exterior of the main building and the east end parking lots:

Parking lot improvements

ADA Accommodations

Landscaping and Irrigation

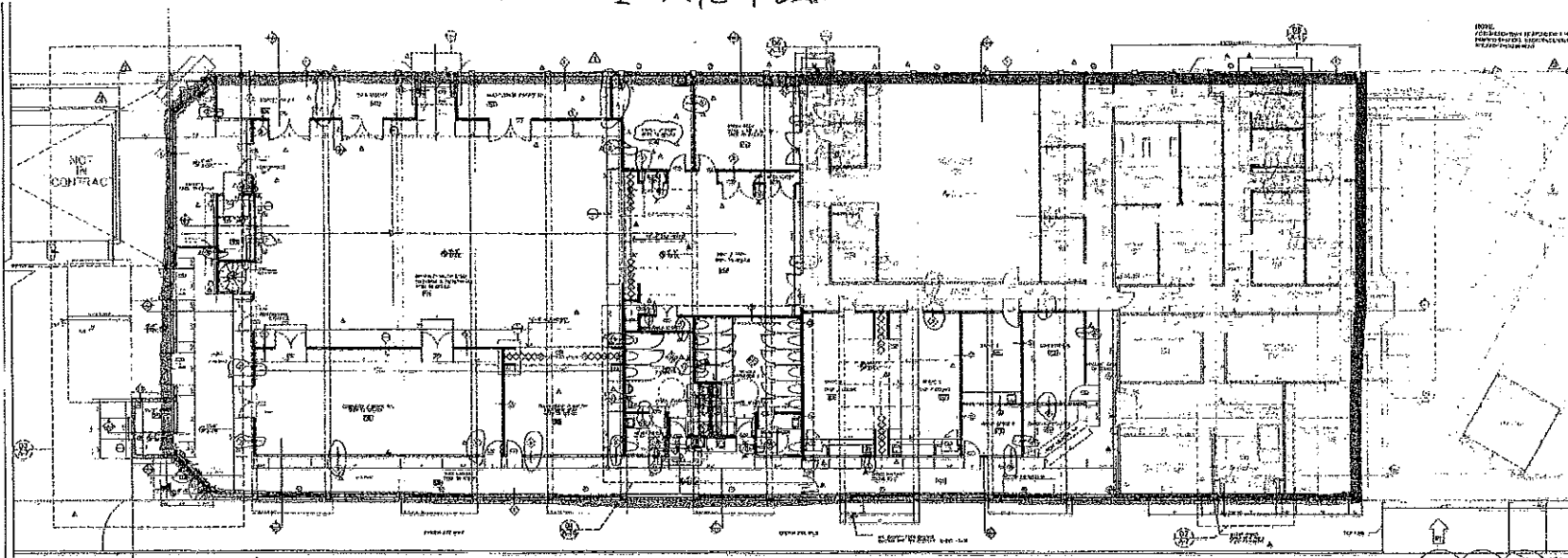
Exterior patching, repair, and painting

Roofing Improvements

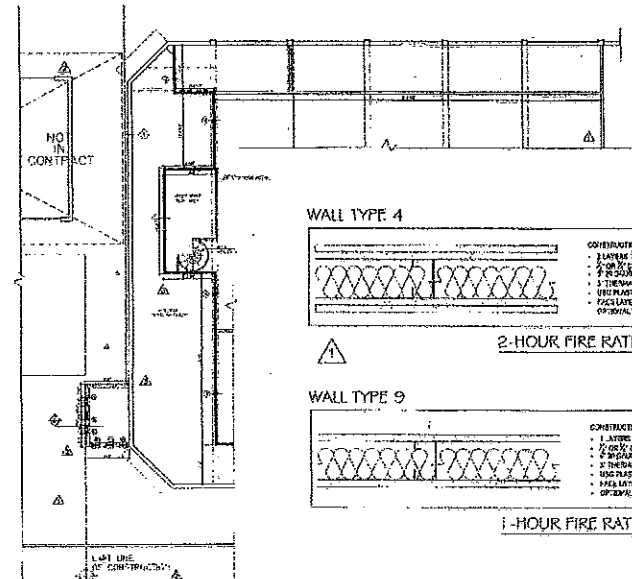
Project Cost Estimate: \$800,000.00 Lump Sum Total

EXHIBIT A

Sheet 1 of 2
Phase 1 SITE PLAN



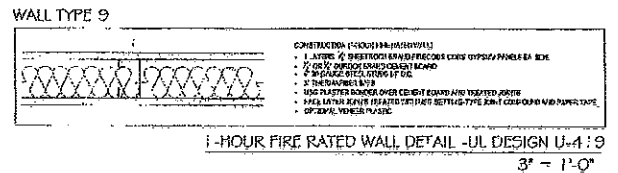
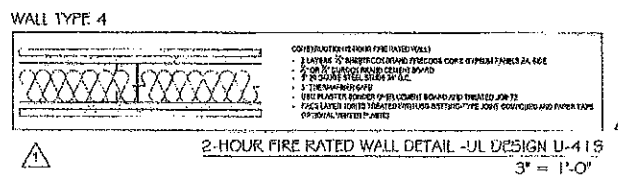
PROPOSED 1ST FLOOR PLAN @ MAIN BUILDING
SCALE: 1/8" = 1'-0"



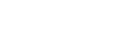
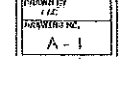
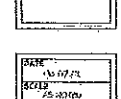
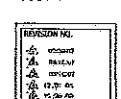
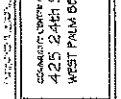
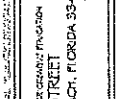
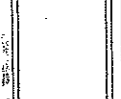
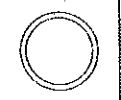
PROPOSED 2ND FLOOR PLAN @ MAIN BUILDING

FIRE RATED PARTITION SCHEDULE

	1-HOUR FIRE RATED WALL
	2-HOUR FIRE RATED WALL



- GUARDRAIL NOTES:**
- AS PER IBC SECTION 1607.7.1 GUARD RAILS SHALL BE DESIGNED TO RESIST A LOAD OF 50 PLF APPLIED IN ANY DIRECTION AT THE TOP AND TO TRANSFER LOADS THROUGH THE SUPPORTS TO THE STRUCTURE.
 - AS PER IBC SECTION 1607.7.1.1 GUARD AND HANDRAIL ASSEMBLIES SHALL BE ABLE TO RESIST A SINGLE CONCENTRATED LOAD OF 200 LBS. APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP, AND HAVE ATTACHMENT DEVICES AND SUPPORTING STRUCTURE TO TRANSFER THIS LOADING TO APPROPRIATE STRUCTURAL ELEMENTS OF THE BUILDING. THE LOADS NEED NOT BE ASSUMED TO ACT CONCURRENTLY WITH THE LOADS SPECIFIED IN THE PRECEDENT PARAGRAPH.
 - AS PER IBC SECTION 1607.7.2 INTERMEDIATE RAILS (ALL THOSE EXCEPT HAND RAIL), BALUSTERS AND PANEL FILLS SHALL BE DESIGNED TO WITHSTAND A HORIZONTALLY APPLIED NORMAL LOAD OF 50 LBS ON AN AREA EQUAL TO 1 SQUARE FOOT, INCLUDING OPENINGS AND SPACES BETWEEN RAILS. REACTIONS DUE TO THIS LOADING ARE NOT REQUIRED TO BE SUPERIMPOSED WITH THOSE OF SECTION 1607.7.1 OR 1607.7.1.1.
 - AS PER IBC SECTION 1607.7.3 OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTAL PATTERNS SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING UP TO A HEIGHT OF 34". FROM A HEIGHT OF 34" TO 42" ABOVE THE ADJACENT WALKING SURFACES, A SPHERE 6" IN DIAMETER SHALL NOT PASS.

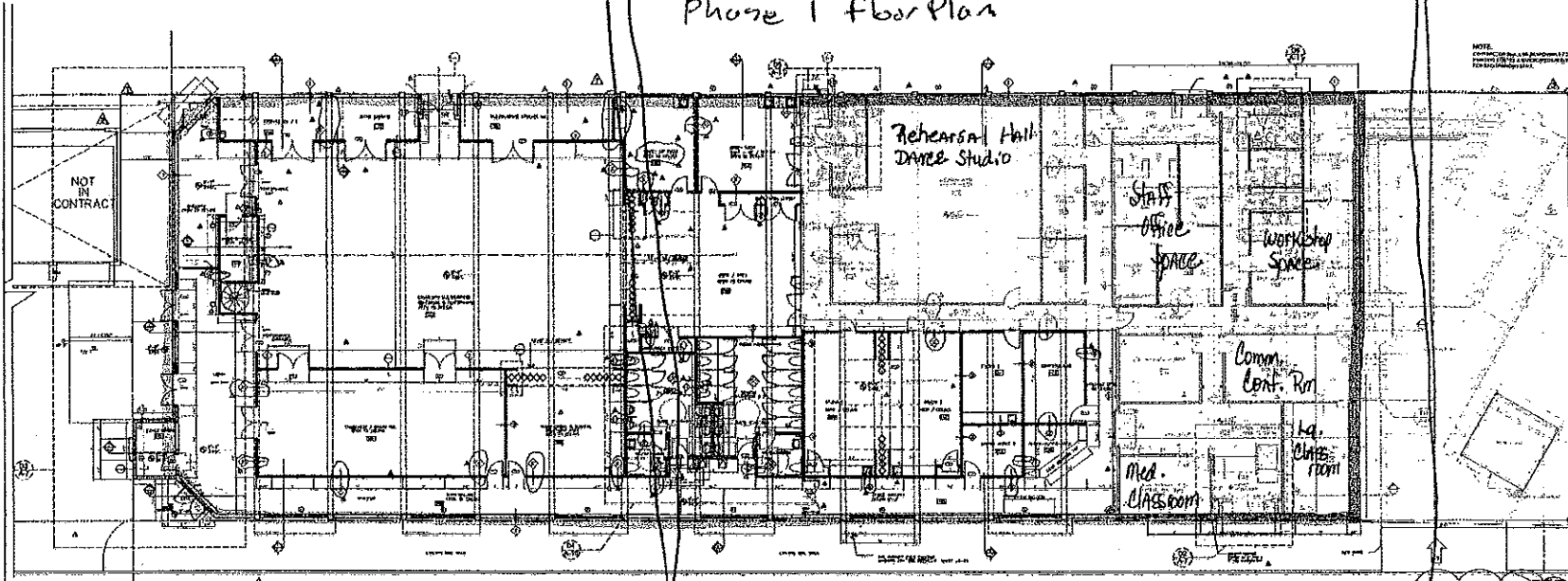


CONTRACTOR: [Name]
425 24th STREET
WEST PALM BEACH, FLORIDA 33407

REVISION NO. [Number]
DATE [Date]

DATE [Date]
SCALE [Scale]
PROJECT [Project Name]
DRAWING NO. [Drawing Number]
A-1

SHEET 2 of 2
Phase 1 Floor Plan



PROPOSED 1ST FLOOR PLAN @ MAIN BUILDING

SCALE: 1/8" = 1'-0"

FIRE RATED PARTITION SCHEDULE

WALL TYPE 4: 2-HOUR FIRE RATED WALL
WALL TYPE 9: 1-HOUR FIRE RATED WALL

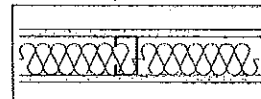
WALL TYPE 4



- CONSTRUCTION (2-HOUR FIRE RATED WALL)
 - 2 LAYERS 3/4" BRICKWORK BRAND / FRECON CORE EXTERIOR PANELS SA 80K
 - 1/2" GYPSUM BOARD OVER BRICKWORK
 - 2" INSULATION
 - 1/2" GYPSUM BOARD
 - 2" INSULATION
 - 1/2" GYPSUM BOARD OVER BRICKWORK AND TREATED JOINTS
 - FACE LAYER JOINTS TREATED WITH LEAD ASTING-TYPE, ONLY COMPANION AND PAPER TAP
 - OPTIONAL VENEER PLASTER

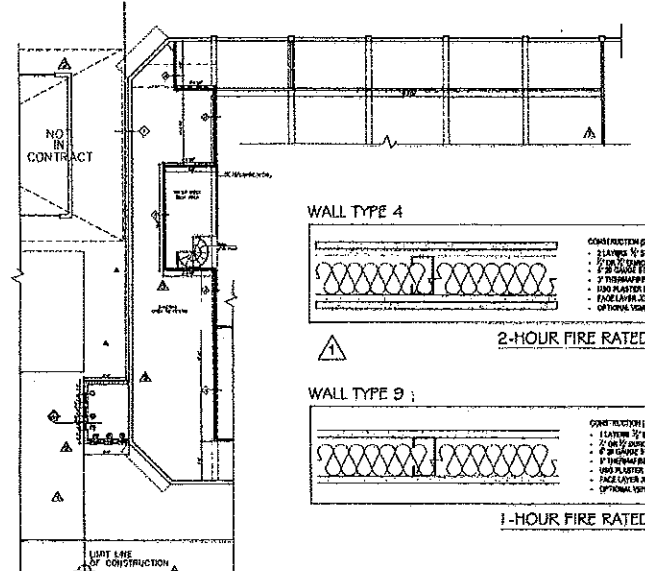
2-HOUR FIRE RATED WALL DETAIL -UL DESIGN U-4 | 9
3" = 1'-0"

WALL TYPE 9



- CONSTRUCTION (1-HOUR FIRE RATED WALL)
 - 1 LAYER 3/4" BRICKWORK BRAND / FRECON CORE EXTERIOR PANELS SA 80K
 - 1/2" GYPSUM BOARD OVER BRICKWORK
 - 2" INSULATION
 - 1/2" GYPSUM BOARD
 - 1/2" GYPSUM BOARD OVER BRICKWORK AND TREATED JOINTS
 - FACE LAYER JOINTS TREATED WITH LEAD ASTING-TYPE, ONLY COMPANION AND PAPER TAP
 - OPTIONAL VENEER PLASTER

1-HOUR FIRE RATED WALL DETAIL -UL DESIGN U-4 | 9
3" = 1'-0"

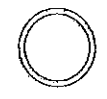


PROPOSED 2ND FLOOR PLAN @ MAIN BUILDING

GUARDRAIL NOTES

- AS PER FBC 1907.7.1 GUARD RAILS SHALL BE DESIGNED TO RESIST A LOAD OF 60 PLF APPLIED IN ANY DIRECTION AT THE TOP AND TO TRANSFER LOADS THROUGH THE SUPPORTS TO THE STRUCTURE.
- AS PER FBC SECTION 1907.7.1.1 GUARD AND HANDRAIL ASSEMBLIES SHALL BE ABLE TO RESIST A SINGLE CONCENTRATED LOAD OF 200 LBS. APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP, AND HAVE ATTACHMENT DEVICES AND SUPPORTING STRUCTURE TO TRANSFER THIS LOADING TO APPROPRIATE STRUCTURAL ELEMENTS OF THE BUILDING. THIS LOAD NEED NOT TO BE ASSUMED TO ACT CONCURRENTLY WITH THE LOADS SPECIFIED IN THE PRECEDENT PARAGRAPH.
- AS PER FBC SECTION 1907.7.1.2 INTERMEDIATE RAILS (ALL THOSE EXCEPT HAND RAIL, BALUSTERS AND PANEL FILLERS) SHALL BE DESIGNED TO WITHSTAND A HORIZONTALLY APPLIED NORMAL LOAD OF 60 LBS ON AN AREA EQUAL TO 1 SQUARE FOOT, INCLUDING OPENINGS AND SPACE BETWEEN RAILS. REACTIONS DUE TO THE LOADING ARE NOT REQUIRED TO BE SUPERIMPOSED WITH THOSE OF SECTION 1907.7.1 OR 1907.7.1.1.
- AS PER FBC SECTION 1912.3 OPEN GUARDS SHALL HAVE BALUSTERS OR ORNAMENTAL PATTERNS SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING UP TO A HEIGHT OF 34". FROM A HEIGHT OF 34" TO 42" ABOVE THE ADJACENT WALKING SURFACES, A 6" DIA. SPHERE SHALL NOT PASS.

REHNER ARCHITECT INC.
ARCHITECTS
425 24th STREET
WEST PALM BEACH, FLORIDA 33407
TEL: 561-833-1111
FAX: 561-833-1112
WWW.REHNERARCHITECT.COM



LICENSE NO. 12345

PARTITION SCHEDULE

WALL TYPE 4	2-HOUR FIRE RATED WALL
WALL TYPE 9	1-HOUR FIRE RATED WALL

WALL TYPE LEGEND

WALL TYPE 4	2-HOUR FIRE RATED WALL
WALL TYPE 9	1-HOUR FIRE RATED WALL

CONSULT: CREATIVE EDUCATION
425 24th STREET
WEST PALM BEACH, FLORIDA 33407

REVISIONS

NO. 01	DATE	BY	REASON
01	08/07/00	REHNER	ISSUE FOR PERMIT

DATE: 08/07/00
SCALE: AS SHOWN
DESIGNER: REHNER
CHECKER: CAC
DRAWING NO.: A-1

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

Legal Description:

Location address: 425 24th Street

Municipality: West Palm Beach

Parcel Control: 74-43-43-09-05-016-0230

Subdivision: Northwood ADD in PB 8 PGS 47 & 62, PB 9 PGS 30 & 47, PB 10 P 11,
PB 11 PGS 18, 38

Official Records Book: 18197 Page: 0940

Legal Description: NORTHWOOD ADD LTS 23 THRU 34 & W 15FT OF LT 35
BLK 16

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES
PURCHASE SCHEDULE FORM



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

CS = Consulting Services
C = Contractual Services
M = Materials, Supplies, Direct Purchases
E = Equipment, Furniture

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:

_____ Date _____
PBC Project Administrator

_____ Date _____
Department Director



Key Legend
 CS = Consulting Services
 C = Contractual Services
 M = Materials, Supplies, Direct Purchases
 E = Equipment, Furniture

PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT C

Grantee: _____ Date: _____
 Submittal #: _____ Project Name: _____
 Reimbursement Period: _____

Ln	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

 Financial Officer Date

EXHIBIT D

PRE-AGREEMENT COST LIST

All costs must be incurred subsequent to March 1, 2012

Center for Creative Education – Phase I
Pre-Agreement Cost List

Project Elements

Renovation of 6,500 square feet of interior space to include:

- Community Conference Room
- Rehearsal Hall/Dance Studio with capacity for 50 people
- Large Classroom (A) – with capacity for 25 people
- Medium Classroom (B) – with capacity for 15 people
- Workshop Space – with capacity for 15-20 people (with sinks for wet projects)
- Office Space for staff – capacity for 6 workstations

Completion detail of 100% of the exterior of the main building and east end parking lots:

Parking lot improvements
ADA Accommodations
Landscaping and Irrigation
Exterior patching, repair, and painting
Roofing Improvements

**Allowable Pre-Agreement Cost Estimate: \$800,000.00 Lump Sum Total
Expenses must be incurred subsequent to March 1, 2012**

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Weekes & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach FL 33445-3902	CONTACT NAME: Tracy Carter, CISR
	PHONE (A/C, No, Ext): (561) 278-0448 FAX (A/C, No): (561) 278-2391
	E-MAIL ADDRESS: tcarter@weekescallaway.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Northfield Insurance Co NAIC # 27987
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED Center for Creative Education, Inc. 435 25th Street West Palm Beach FL 33407

COVERAGES CERTIFICATE NUMBER: CL1271202808 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		WS150215	7/12/2012	7/12/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		WS150215	7/12/2012	7/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>				AGGREGATE \$
	DED					\$
	RETENTION S					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule; if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, Employees and Agents are named as an Additional Insured with respects to vacant building. Waiver of Subrogation applies. Florida statute requires 10 day notice of cancellation for non-payment of premium and 45 day notice for non-renewal.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commiss a Political Subdivision of the State of F c/o Parks & Recreation Dept. Administrative Support Manager 2700 Sixth Avenue South Lake Worth, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Rose McEwen, CIC/MP



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
08/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. 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).

PRODUCER Northeast Agencies Inc/Pas 216043 P: (866) 467-8730 F: (800) 308-5459 301 Woods Park Drive Clinton, NY 13323	CONTACT NAME: PHONE (Toll Free, Ext): (866) 467-8730 FAX (Toll Free): (800) 308-5459 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Center For Creative Education Inc. 425 24th ST West Palm Beach, FL 33407	INSURER A: Hartford Underwriters Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

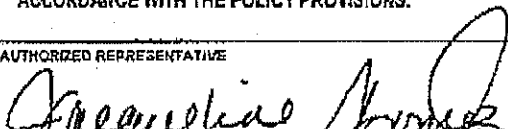
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTA	TYPE OF INSURANCE	ADOL SUBR INSR LWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	01 WEC DD1929	05/25/2012	05/25/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners A Political Subdivision of The State of Florida C/O Parks and Recreation Dept 2700 6th Ave S Lake Worth FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--