Agenda Item #:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

5B-1

AGENDA ITEM SUMMARY

Meeting Date: Au	gust 13, 2013		Consent	M	======================================
		[]	Ordinance	[]	Public Hearing
Department					
Submitted By:	Community Ser	vices			
Submitted For:	Community Ser	vices			
	<u>I. E.</u>	(ECUTIV	E BRIEF		
				_	ement with Friends o
Community Service	es, Inc. (Friends),	a not-p	rofit organiza	tion, e	stablishing a working
relationship to en	hance, complimen	t and/or	provide sup	port fo	or the resources and

Summary: Friends was initially incorporated in 1993 as the Governor's Council for Community Health Partnerships (GCCHP) to improve community health and wellness by linking public/private partnerships, housed at the Palm Beach County Health Department. Their mission and Board composition has been restructured to align in support of the needs of low-income and underserved residents of the County. The Agreement defines and develops the working partnership between the Board of County Commissioners and the Friends to enhance, compliment and/or provide support for the Department of Community Services to meet the needs of low-income and/or underserved residents identified by the staff. The County will provide staff support to Friends and provide office space at a Community Services location. The Friends will take a role in activities that provide support for the programs within the Department in

order to augment available assistance. No County funding is required under this

agreement. (Community Services) Countywide (TKF)

service capacity of the Department of Community Services with an effective date of

August 13, 2013.

Background and Justification: Since 1995, GCCHP has provided support for the County's Summer Camp Scholarship Program. GCCHP also develops and implements marketing strategies to raise additional funding for the Summer Camp Scholarship Program. In February, 2013, the Board of GCCHP notified the County of an intent to close due to Health Department changes. County staff met with the Board of GCCHP who agreed to continue to work with the Department of Community Services. On April 26, 2013, the GCCHP officially changed its' name with the State Division of Corporations to Friends of Community Services, Inc. This Agreement formalizes the Friends relationship with the BCC.

Attachment: One	e (1) Agreement	
		,
Recommended E	By: Department Director	7/29/13 Date
Approved By:	()	7/31/13
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	" '				
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	***************************************				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Budget Account No.: FundDeptUnit B. Recommended So	urces of Fund apact associate al Review:	ds/Summary	of Fiscal I r m.	mpact:	
A. OFMB Fiscal and/o		evelopment a		l Comment	s:
OFMB B. Legal Sufficiency:	in 1/20/	Ontra	ct Develop	ment and Co	ontrol (
Chief Assistant Cou	nty Attorney	1/8/13			
Chief Assistant Cou	·	18/13			
	·	18/13			

This summary is not to be used as a basis for payment.

AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE FRIENDS OF COMMUNITY SERVICES, INC. FOR MUTUAL COOPERATION

THIS AGREEMENT is made and entered into as of this ____ day of August, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (the "County"), and the Friends of Community Services, Inc., a Florida not-for-profit Corporation, (the "Friends").

WITNESSETH:

WHEREAS, the mission of the County is to continually improve, in the most costeffective manner, the services to our customers; protection of the overall public good, as guided by the Board of County Commissioners' policies; and to achieve a recognized high level of public satisfaction on both costs and quality of service; and

WHEREAS, the County focuses continually on our customers' needs and expectations, recognizes limitations in resources, explores creative and equitable revenue alternatives and responds capably and swiftly to changing priorities; and

WHEREAS, the Friends was established as the Governor's Council of Palm Beach County on Public/Private Partnerships, Inc. in 1993 to improve community health and wellness by linking public/private resources; and

WHEREAS, the Governor's Council of Palm Beach County on Public/Private Partnerships, Inc. was renamed the Governor's Council for Community Health Partnerships in 1998 and recently renamed the "Friends of Community Services, Inc." with a mission to enhance, compliment and/or provide support for the resources and service capacity of the Department of Community Services to meet the needs of low-income and/or underserved residents identified by the staff; and

WHEREAS, the County and Friends have a long history of partnering to provide children identified in need with a summer camp scholarship; and

WHEREAS, the County and the Friends have begun to work together on multiple projects to meet the needs of low-income and/or underserved residents of all ages, that can be met through a public/private partnerships; and

WHEREAS, the County and the Friends recognize the advantages of establishing a collaboration to enhance resources and service capacity to meet the needs of low-income and/or underserved residents in Palm Beach County; and

WHEREAS, the County and the Friends desire to memorialize their understanding and clearly define their respective cooperative roles related to enhancing resources and service capacity to meet the needs of low-income and/or underserved residents; and

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

ARTICLE 1 RECITALS

The recitals as set forth above are true and correct and are reaffirmed as if specifically stated herein.

ARTICLE 2 SPACE

- 2.1 Use and Occupancy of the Office Space. The County shall provide the Friends with office space (the "Premises") in the Department of Community Services ("Department") building which shall be used solely and exclusively for general office purposes by their staff and Board members, and any other County employees and/or volunteers of the Friends volunteering under the auspices of the County who are necessary to support the goals of the Friends. The Friends shall have the right to use the Premises for as long as: the building is occupied by the Department or this Agreement has not expired or otherwise terminated or Friends' rights have not been revoked as provided for in Section 5.1 of this Agreement. Additional provisions on the use of and restrictions regarding the Premises are in the attached Exhibit "A", incorporated herein.
- 2.2 Role of the Department Director and Friends regarding the Premises. The Director of Community Services shall be the final authority as to the cooperative operation, use and occupancy of the Friends designated office space under the terms and conditions of this Agreement with the right to resolve any disputes that may arise, or to require any operational changes reasonably necessary to allow a smooth and efficient operation of the Friends, so long as such resolution does not require or result in any act that constitutes a breach of this Agreement by either the County or the Friends. The Friends shall make every reasonable effort to cooperate with other County employees and departments to facilitate performance of this section.

ARTICLE 3 STAFFING

3.1 Appointment of Staff Support. The County shall provide staff to the Friends to provide oversight for the daily management and operation of the Friends. The Friends may recommend the appointment or dismissal of the staff to the Department Director. However, the Department Director shall make the ultimate decision as to any recommended appointment.

or dismissal and shall retain supervisory responsibility over staffing in accordance with County personnel rules and in accordance with the Palm Beach County Code of Ethics.

- **3.2** Compensation. The staff support provided to the Friends shall be employees of the Palm Beach County Board of County Commissioners ("BCC") and shall be compensated by the County in accordance with County policy. Funding received by the Friends for any staff positions shall be allocated to the County to be used towards supporting this expense.
- 3.3 Liaison between County and Friends. The Department Director or designee shall be the liaison between the County and the Friends. This liaison relationship will be the primary means of communication between the parties to this Agreement. Nonetheless, there will be occasional communications among the County's personnel, the County, and the officers and directors of the Friends. The Department Director or designee may attend any meeting of the Friends' Board of Directors or any meetings of its committees or volunteer groups.

ARTICLE 4 FUNDING AND BUDGET

- **4.1 Funding.** The funding of the Friends shall be utilized for the benefit of the community. In addition to cooperatively funding the Friends, the County and the Friends may separately supplement or enhance the funding to meet the needs of low-income and/or underserved residents at their discretion. The Friends shall, throughout the term of this Agreement, use its best efforts to continue to provide funding for the management and operation of the Friends.
- **4.2 Fundraising.** Fundraising activities of the Friends designed to support and further the ability to meet the needs of low-income and/or underserved residents may be conducted in coordination with the efforts of the Department. These efforts may include marketing, public relations, special events, programs and other fundraising. The Friends fundraising efforts will focus on establishing new donors and sources in order to increase community funding.
- 4.3 Grants. The Friends will respond to proposals and seek grant funds to support operating expenses. The Friends does not provide direct services to meet the needs of low-income and/or underserved residents and therefore will not compete with local providers for service dollars. The Department Director will ensure staff support to prepare and submit these grants on behalf of the Friends.
- 4.4 Annual Budget. The Friends Board of Directors shall be responsible for the preparation and submission of an annual budget for the Friends.
- 4.5 Reporting. The Friends shall provide to the County financial reports, including but not limited to:
 - a. An annual profit/loss statement; and
 - b. Any other information required under this Agreement.

4.6 Accounting Records; Audits. The Friends shall conduct and provide to the Director an annual independent audit of the Friends' records in conformity with generally accepted accounting procedures. The Friends shall arrange for the operating account and records, including all books, records, bank accounts and accounting statements, to be audited as soon as possible after the end of each fiscal year, by a Florida licensed certified public accountant(s) named by the Friends.

The Friends shall preserve and make available for audit and examination by the County all records described in this Section, as well as a copy of all business and income tax returns. The Friends' records shall be open for inspection by the County for three (3) years after termination of this Agreement, except that such records shall be retained by the Friends until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three (3) year period. All records will be made available locally at the request of a Board Member of the Friends, within (5) days of said request. The Friends shall allow the County, and its auditors to inspect said books and records, correspondence, memoranda and other information at all reasonable times during normal business hours.

ARTICLE 5 GENERAL PROVISIONS

- 5.1 Term and Dissolution of Agreement. This Agreement shall remain in effect until terminated by either; 1) mutual written agreement, 2) upon the occurrence of the Friends or the County providing a notice of dissolution of the agreement, or 3) by the revocation of the License Agreement by either party as set forth in Exhibit "A". The party moving to dissolve with notice of dissolution must give written notice explaining why and allow the receiving party sixty (60) days to amenably resolve any issues causing such a move to dissolve. In the event of termination of this Agreement, assets and capital identified as belonging to the Friends will remain with the Friends, and funds identified as belonging to the County will remain with the County.
- **5.2** Validity. The County and the Friends each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature.
- 5.3 Office of the Inspector General. Pursuant to Palm Beach County Code Sections 2-421 through 2-440, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- 5.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the opportunity of consultation with legal counsel

prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

- 5.5 Headings. The headings or captions of Sections and Subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- **5.6** Assignment. 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. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.
 - 5.7 Governing Law; Venue. 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.
 - 5.8 Independent Contractor/Non-Delegation. The Friends is, and shall be, in the performance of provisions pursuant to this Agreement, an independent contractor, and not an employee, agent, or servant of the County. Neither party has the authority to bind the other in any promise, agreement or representation other than specifically provided for in this Agreement. The parties shall have no contractual obligation to any person or entity retained or engaged by the other to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Friends' procurement of such services is solely the responsibility of the Friends and the Friends hereby holds the County harmless for same to the extent permitted by law. This Agreement does not constitute a delegation of the County's governmental or legislative functions to Friends.
 - 5.9 Non-Discrimination. The funding of the Friends shall benefit the low-income and/or underserved residents in Palm Beach County. The Friends shall not discriminate against any individual on the basis of their race, color, gender, national origin, age, disability, religion, ancestry, marital status, familial status or sexual orientation or gender identity and expression.
- **5.10** Full Agreement. This Agreement represents the entire understanding between the County and the Friends, and supersedes all other negotiations, representations or agreements, 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.

5.11 Notices. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail to the following (unless ten days prior notice of a different address is given by either party):

As to the County:

PALM BEACH COUNTY Community Services Department 810 Datura Street, Suite 204 West Palm Beach, FL 33401

With a copy to:

FDO Business & Community Agreements Manager

2633 Vista Parkway

West Palm Beach, FL 33411

And

Palm Beach County Attn: County Attorney 301 North Olive Avenue West Palm Beach, FL 33401

As to the Friends:

President, Friends of Community Services, Inc. 810 Datura Street, Suite 206 West Palm Beach, FL 33401

- **5.12** 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.
- **5.13 Annual Budgetary Funding.** This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations of the BCC.
- **5.14 Recording.** The Friends shall not record this Agreement, or any memorandum or short form thereof in the Public Records of Palm Beach County.
- 5.15 Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER PARTY AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 6 DEFINITIONS

- 6.1 "Department of Community Services building" means the facility located at 810 Datura Street, West Palm Beach, Florida 33401.
- **6.2** "Department" means the Palm Beach County Department of Community Services.
- **6.3** "Director" means the Department Director of the Palm Beach County Department of Community Services, a Palm Beach County employee under the direction of the Palm Beach County Board of Commissioners.
 - **6.4** "Friends' Directors" means the Officers and Directors of the Friends.

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 a political subdivision of the State of Florid by and through its Board of County Commissioners
Ву:	Ву:
Deputy Clerk	Steven L. Abrams, Mayor
WITNESSES:	FRIENDS OF COMMUNITY SERVICES, INC.
	By: THE
Signature	Joseph Peters, President
_ GEORGE UAN WIE	•
Printed Name	
Signature	
William Capia	
Printed Name	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
Ву:	By:
Assistant County Attorney	Department Director
	APPROVED AS TO TERMS AND

Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A" USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. License for Premises. The Friends shall have the non-exclusive license over, upon and across the Premises, together with the common area of the Building to allow the Friends' Directors and volunteers working within the Premises access to and use of the Premises. The Friends shall be entitled to use the Premises without charge. The County will provide the Friends with office furniture, telephones, computer(s) and access to general office equipment including a copier and fax machine and related office supplies.

Furniture and equipment for use by the Friends, located within the Premises, shall be arranged in a manner satisfactory to the Director. The Friends accepts the Premises in "as is" condition.

The Friends may, in a manner mutually agreeable to the Friends and the County, also use areas within the Building that are meant for shared use with other Department of Community Services Divisions (i.e. conference rooms/meeting rooms), including use of the Building's public common areas, to:

- a. Provide educational programs and presentations;
- b. Hold community meetings;
- c. Conduct Friends Board meetings; and
- d. Conduct any other function, program or campaign that is consistent with the purpose and mission of the Friends.

All such functions and activities must receive prior approval from the Department Director or designee.

The Friends, through their Board of Directors, shall establish procedures with regard to activities, space utilization, and permitted uses. Said procedures shall include, but not be limited to, coordination between the County and the Friends of said use. The Friends shall, at the Friends' sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Friends or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. Additional Uses. The Friends shall not use, permit or suffer the use of the Premises or any other part of the Building for any other business or purpose whatsoever, except as specifically set forth in Article 2 and this Exhibit "A" without the prior written approval of the Director of the County's Department of Facilities Development & Operations.

- 3. Improvements, Maintenance, Repairs and Utilities. The County shall maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense; provided however, in the event the Friends damages the Premises, County shall complete the necessary repairs and the Friends shall reimburse County for all expenses incurred by County in doing so. Furthermore, County shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the Friends.
- 4. Waste and Nuisance. The Friends shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or the Building or which may affect County's fee interest in the Premises. The Friends shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
- 5. County's Right to Enter. County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.
- 6. Revocation of License. Notwithstanding anything to the contrary contained in this Agreement, the rights granted to the Friends as set forth in Article 2 and this Exhibit "A" amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to the Friends. Upon Friends' receipt of notice from County of the revocation of the license granted hereby, the Friends shall vacate the Premises within thirty (30) days, whereupon the Friends' right's of use pursuant to Article 2 of this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.
- 7. Surrender of Premises. Upon expiration or earlier termination of the Friends' license to use the Premises, the Friends, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.
- 8. Indemnity. The Friends shall protect, defend, reimburse, indemnify and hold harmless the County, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of Friends' performance of the terms of this contract or due to the acts or omissions of the Friends. Notwithstanding the foregoing, the Friends shall have no duty or obligation to indemnify the County, its agents, employees, and its elected officers for its own acts, omissions, negligence of any kind, or other wrongful acts. The Friends also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the County.

9. Insurance. The Friends agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Friends is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Friends under this Agreement.

<u>Commercial General Liability</u> The Friends shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Additional Insured The Friends agrees to endorse the County as an Additional Insured with a CG026 Additional Insured — Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis".

<u>Waiver of Subrogation</u> The Friends agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit the Friends to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Friends agrees 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 includes a condition specifically prohibiting such an endorsement, or voids coverage should The Friends enter into such an agreement on a pre-loss basis.

<u>Certificate(s) of Insurance</u> The Friends agrees to provide County a Certificate(s) of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

PALM BEACH COUNTY
Community Services Department
810 Datura Street, Suite 204
West Palm Beach, FL 33401
ATTN: Channell Wilkins

<u>Umbrella or Excess Liability</u> The Friends may satisfy the minimum liability limits required above for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability. The Friends agrees to endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

Right to Review The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage's and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2013

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(les) 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). PHONE (A/C, No. Ext): (561) 429-9136 E-MAIL ADDRESS: jennie@souths FAX (A/C, No): (561) 370-7023 South Shore insurance inc. 901 SW Martin Downs Blvd jennie@southshore-insurance.com Palm City, FL 34990 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Atain Specialty Insurance INSURED Friends of Community Services, Inc. INSURER C: 810 Datura St, RM 205 INSURER D: West Paim Beach FL 33401 INSURER E : INSURER F : CERTIFICATE NUMBER: COVERAGES **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.

TYPE OF INSURANCE ADDISOR POLICY SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Ł.TR	TYPE OF INSURANCE	INSR	UWVD	POLICY NUMBER	(MM/DDAYYY)	(MM/DD/YYYY)	EIIVII I	5	
	GENERAL LIABILITY						EACH OCCURRENCE	s 1,000,000	
А	X COMMERCIAL GENERAL LIABILITY				1		DAMAGE TO RENTED PREMISES (Es occurrence)	s 100,000	
	CLAIMS-MADE X OCCUR	X	х	APP74013168	06/21/2013	06/21/2014	MED EXP (Any one person)	\$ 5,000	
				•			PERSONAL & ADV INJURY	s1,000,000	
1							GENERAL AGGREGATE	\$1,000,000	
	GEN'L AGGREGATE UMIT APPLIES PER:				1	-	PRODUCTS - COMP/OP AGG	s included	
L	X POLICY TES LOC					ĺ		s .	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	
	ANY AUTO						BODILY INJURY (Per person)	s	
ł	ALL OWNED SCHEDULED AUTOS				-		BODILY INJURY (Per eccident)	\$	
1	HIRED AUTOS NON-OWNED AUTOS			4			PROPERTY DAMAGE (Per accident)	\$	
		ļ						\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
<u> </u>	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Ì				WC STATU- OTH-		
1	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
<u></u>	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>			,		E.L. DISEASE - POLICY LIMIT	\$	
		<u> </u>	<u> </u>						
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)								
Ce	Certificate holder is listed as additional insured along with a waiver of subrogation.								
1									
					:				
ш									

CERTIFICATE HOLDER

PALM BEACH COUNTY
Community Services Department
810 Datura Street, Suite 204
West Palm Beach, FL 33401
ATTN: Channell Wilkins

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

<JND>

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ACORD 25 (2010/05)

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