PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 17	, 2022	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks	and Recreation		
Submitted By: <u>Parks</u>	and Recreation Department		
Submitted For: Parks	and Recreation Department		
	I. EXECUTIVE BR	RIEF	
Motion and Title: Sta	ff recommends motion to appro	ove:	
	vith the YMCA of South Palm Be Soynton Recreation Center effective		
, -	rith Faith's Place Center For Arts E ate Park and Recreation Center e	•	
camp programming par County will utilize space Place will utilize space be open to the public a These organizations a guidelines associated v	and Recreation Department (Department) and Recreation Park and Recreation at West Boynton Park and Recreation at Westgate Park and Recreation and Youth Services Summer Camper responsible for all operating exwith summer day camp programs age. Districts 2 and 7 (AH)	it agencies. The YMC reation Center for up Center for up to 100 cp scholarship recipien xpenses and ensuring	CA of South Palm Beach to 100 children. Faith's hildren. Registration will ts are eligible to attend g compliance with CDC
19, The Department part programs at Westgate West Boynton Park and the YMCA of South P	tification: In FY 2020, due to opertnered with the YMCA to run its treatment and Recreation Center, Well Recreation Center. In FY 2021, alm Beach County, and added to 2022, the Department will continue this Place.	aditional youth (ages the set Jupiter Park and the Department contine to not-for-profit ager	5-12) summer day camp Recreation Center, and nued its partnership with ncies, Digital Vibez and
to youth development,	Beach County is a 501(c)(3) not-fo healthy living, and social respons ver 10,000 day camps sites acros	ibility. YMCA is one of	
in Palm Beach Count	r Arts Education is a not-for-profit or cy. Faith's Place is dedicated to ocial responsibility, healthy living,	empowering youth	in diverse underserved
	Palm Beach County Agreement enter For Arts Education Agreeme	nt	
Recommended by: _	Department Director		4-18-22 Date
Approved by:	Donal M. Mille Assistant County Administ	rator	5/5/20>2 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fis	scal Impact	:			
Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs External Revenues					· · · · · · · · · · · · · · · · · · ·
Program Income (County)					
In-Kind Match (County)	-				
NET FISCAL IMPACT	0	0-	0-	-0-	0
# ADDITIONAL FTE POSITIONS (Cumulative)	•				
Is Item Included in Current E Does this item include use of		ınds?	Yes X Yes	No No	X
		epartment <u>5</u> <u>ıs</u> / Revenue	80 Unit <u>52</u> Source		
B. Recommended Sources	of Funds/Su	ummary of F	scal Impact:		
There is no fiscal impact as	ssociated wit	h this agenda i	tem.		
·		O			
C. Departmental Fiscal Revi	ew:	in f h	<u> </u>	118/22	
	III. RE	VIEW COMM	<u>ENTS</u>		
A. OFMB Fiscal and/or Cont	ract Develo	opment and (Control Comr	nents:	
John Mart 41: OFMB 94 U.2522	15/22	Co	htract Develor	ment and Co	15/4/2
B. Legal Sufficiency:			5-14-1	12 TW	7
Assistant County Attorney	£ 5/4/:	22			
C. Other Department Review	v:				er.
Department Director					
This summary is not to be used	d as a basis	for payment			

G:_Agenda Item Summary\05-17-22\05-17-22 Summer Camp agreements.docx

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE YMCA OF SOUTH PALM BEACH COUNTY FOR COORDINATION OF SUMMER CAMP

This Agreement is made the _____ day of ____ 20__ between Palm Beach County, a political subdivision of the State of Florida, ("County") and The YMCA of South Palm Beach County, a not-for-profit corporation ('Corporation").

WITNESSETH

WHEREAS, the County owns and operates the West Boynton Park and Recreation Center, a public facility dedicated to recreation, wellness, out of school time programs and civic engagement, hereinafter referred to as "Premises"; and

WHEREAS, the Corporation was established as a not-for-profit social services organization dedicated to youth development, healthy living, and social responsibility; and

WHEREAS, the Corporation, is a provider of summer camp services for children ages 5-11 and is one of the largest providers of camp programs with over 10,000 day camps across the country; and

WHEREAS, the County and Corporation desire to clearly define their respective roles for the effective and efficient support, management, operation, and use of said Premises for the provision of summer camp; and

WHEREAS, the County and Corporation, recognize the benefits to be derived by partnering together; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

- 1. <u>Recitals</u>: The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. <u>Purpose:</u> The purpose of this Agreement is to enable the Corporation and County to define roles and responsibilities to provide summer camp for youth ages 5-11 at the Premises.

3. <u>Definitions</u>:

- A. "County Facilities": facilities on real property owned or operated by the County, excluding facilities that are leased, licensed or under the contractual control of others.
- B. "West Boynton Park & Recreation Center": depicted on Exhibit "A" means County Facilities located at 6000 Northtree Boulevard Lake Worth, FL 33463, and includes three multipurpose athletic fields, softball

field, two roller hockey rinks, three family picnic shelters, group picnic pavilion, exercise course, playground, sand volleyball court, game room, a gymnasium, offices, restrooms, meeting rooms, a kitchen, and surrounding property,

C. "Department": the Palm Beach County Parks and Recreation Department, located at 2700 Sixth Avenue South, Lake Worth, Florida 33461.

4. The Corporation shall:

- A. Provide direct funding for all operating expenses associated with approved summer camp programs including but not limited to, personnel expenses, independent contractors, onsite entertainment, program supplies, field trips, transportation and office supplies. In the event Corporation denies approval of funding, County shall not be liable for the above expenses.
- B. Operate youth summer camp programs, open to public registration, for up to 8 (eight) one-week sessions, Monday Friday beginning June 6, 2022 and ending July 29, 2022 (except Monday, June 20 & July 5). Camp hours will be from 8:00am until 5:30pm, daily.
- C. Register up to 100 campers.
- D. Complete comprehensive background/sexual predator checks (state and federal checks, and fingerprinting) for all camp staff and personnel rendering direct services to camp participants, and payment of all related costs.
- E. Ensure adequate and qualified adult supervision of campers during all camp activities, through compliance with the State of Florida and CDC teacher/child ratio, and safety regulations, and agreed upon by both parties.
- F. Adhere to all state, county orders and CDC guidelines to address the coronavirus (COVID-19) pandemic when dealing with children in a childcare setting. Adherence shall be documented in a written plan submitted to Department Director.
- G. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.
- H. In accordance with state and local laws and regulations, camp administrators shall notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act and Health Information Portability and Accountability Act (HIPAA). You may be

- asked to quarantine dependent on the CDC guidance and/or Countywide directive in place at the time.
- I. Ensure all campers who cannot supply their own lunch receive a nutritious meal and all campers will be provided with a nutritious snack.
- J. Ensure that all camp supervisory staff receive necessary training, including CPR and first aid training.
- K. Complete County indemnification forms, COVID-19 waivers, reports for all accidents, incidents, or unusual occurrences.
- L. Identify and report child abuse and neglect, as required by law.
- M. Comply with the Americans with Disabilities Act (ADA) and HIPAA.

5. The County shall:

- A. Allow the Corporation use of the Premises, as depicted in Exhibit for youth summer camp programs.
- B. Provide YMCA with 1 (one) County employee during summer day camp hours to assist with facility operations, storage, drop-off, and pick-up. The County employee will not have direct contact with campers and will only be acting in support of day camp staff. Drop-off and pick-up would involve alerting day camp supervisor when parent/guardian arrives for pick-up.
- C. Adhere to all relevant federal, state and local law(s), including, but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.
- D. Ensure that the Premises have appropriate space including but not limited tot one isolation room, use of the kitchen and four "home base" rooms to comply with CDC guidelines.
- E. Provide tables, chairs, and storage space for recreational equipment, administrative files and a secure cabinet for medication.
- F. Make available adequate outdoor recreational/green space at the Premises.
- G. Custodial staff to clean communal areas of the Premises.
- H. Disinfect the Premises in the event of a reported COVID-19 case. Close off areas used by a sick person and do not use these areas until after disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
- I. As budget permits, staff to monitor/secure Premises and grounds.

6. Insurance:

The Corporation shall maintain at its sole expense, in full force and effect at alt times during the term of this Agreement the insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be grounds for termination of services. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Corporation, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Corporation under the Contract. Corporation agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. Commercial General Liability: Corporation 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 Contractual Liability or Cross Liability.
- B. Business Auto Liability: Corporation shall maintain Business Auto Liability at a limit of liability not less than \$1,000,000 each accident.
- C. Workers' Compensation Insurance & Employer's Liability: Corporation shall maintain Workers' Compensation in accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
- D. Additional Insured Clause: The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. Waiver of Subrogation: Corporation 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 Corporation shall 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 to the policy specifically prohibiting such an endorsement or voids coverage should Corporation enter into such an agreement on a pre-loss basis.
- F. Certificate(s) of Insurance: Prior to each renewal of this Agreement, within forty-eight (48) hours of a request by COUNTY. Subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Corporation shall deliver to COUNTY, or COUNTY's

contracted insurance tracking vendor, a signed Certificate(s) of Insurance evidencing that all types and at least the minimum limits of insurance coverage required by this Contract have been obtained and are in full force and effect.

- G. Umbrella or Excess Liability: If necessary, Corporation may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Corporation agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true Follow-Form" basis.
- H. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Agreement.
- 7. <u>Indemnification:</u> Corporation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Corporation's performance of the terms of this Agreement or due to the acts or omissions of Corporation.
- 8. <u>Default:</u> The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.
- 9. <u>Term:</u> The term of this Agreement shall be for a period of six (6) months from the date of execution, unless either party provides a written notice of intent to terminate the agreement to the other party thirty (30) days in advance.
- 10. <u>Availability of Funds</u>: Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
- 11. <u>Notice</u>: All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

IF TO COUNTY:

Palm Beach County Department of Parks and Recreation

Attn: Director of Parks and Recreation 2700 Sixth Avenue South Lake Worth, Florida 33461

IF TO CORPORATION: Executive Director DeVos-Blum Family YMCA 9600 S Military Trail Boynton Beach, FL 33436

- 12. <u>Public Entity Crimes</u>: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Corporation certifies that it, affiliates, suppliers, subcontractors and Contractors who wilt 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 FS 287.133(3)(a).
- 13. <u>Criminal History Records Check</u>: The Corporation Corporation's employees, subcontractors of Corporation and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Corporation is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Corporation acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Corporation(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Corporation shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Corporation or its subcontractor(s) terminates an employee who has been issued a badge, the Corporation must notify the County within two (2) hours. At the time of termination, the Corporation shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Corporation if the Corporation 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Corporation employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

- 14. <u>Regulation: Licensing Requirements:</u> Corporation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Corporation is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.
- 15. Nondiscrimination: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Corporation warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, the Corporation represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the Corporation shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Corporation retaliate against any person for reporting instances of such discrimination. The Corporation shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County, The Corporation understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party, Corporation shall include this language in its subcontracts,

16. <u>Severability:</u> 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.

17. <u>Termination</u>: Notwithstanding any provision of this Agreement to the contrary this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other patty. Upon termination of this Agreement, any and all permanent improvements or additions made by Corporation to Parks and Recreation Center Premises shall remain the property of the County. Supplies and equipment either donated by Corporation or purchased with Corporation funds are considered Corporation property and shall remain with the Corporation.

18. Access to County Facilities:

County reserves the right to cancel in-progress or future programs/events on County property and/or restrict access of Corporation or program participants to County property during an emergency, including but not limited to a pandemic or disaster.

- 19. <u>Dispute Resolution</u>: In the event an issue arises which cannot be resolved between Corporation and the County's Director of Recreation Services regarding the use or availability of Premises the dispute shall be referred to the executive Director of the YMCA of South Palm Beach County and the Director of the County's Parks and Recreation Department who shall both make a good faith effort to resolve the dispute.
- 20. <u>Entirety of Agreement</u>: County and Corporation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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.
- 21. Access and Audits: If applicable, should any portion of the payments made to Corporation include Corporation's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, Corporation will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Corporation's place of business.

Palm Beach 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 contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Corporation, its officers, agents, employees, and lobbyists in order to ensure compliance with 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 1125.69 Florida Statutes, in the same manner as a second degree misdemeanor.
- 22. Independent Contractor: The Corporation 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. The Corporation does not have the authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Corporation to perform any services pursuant to this Agreement Any disputes, claims, or liability that may arise as a result of the Corporation's procurement of such services is solely the responsibility of the Corporation and the Corporation hereby holds the County harmless for same to the extent permitted by law.
- 23. <u>No Third Party Beneficiaries</u>: No provision of this Agreement is intended to, or shall be construed to, create any third patty beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Corporation.
- 24. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 existing at law or in equity, 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.
- 25. <u>Public Records:</u> Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Corporation: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011 (2) F.S., the Corporation shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Corporation is specifically required to:
 - A. Keep and maintain public records required by the County to perform services as provided under this Agreement
 - B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Corporation further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as

- authorized by law for the duration of the contract term and following completion of the Contract, if the Corporation does not transfer the records to the public agency.
- D. Upon completion of the Contract, the Corporation shall transfer, at no cost to the County, all public records in possession of the Corporation unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Contract, the Corporation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the Contract, the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically by the Corporation must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Corporation to comply with the requirements of this article shall be a material breach of this Contract County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Corporation acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

- IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.
- 26. <u>Counterparts:</u> This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute this Agreement through electronic or manual means. Corporation shall execute by manual means only, unless the County provides otherwise.
- 27. <u>E-Verify-Employment Eligibility:</u> Corporation warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it:: (1) is register with and uses the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verifies that all of the Corporation's subcontractors performing the duties and obligations of this Agreement are registered with and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Corporation shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Corporation shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Corporation has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Corporation's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Corporation to terminate its contract with the subcontractor and Corporation shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Agreement pursuant to the above, Corporation shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Corporation shall also be liable for any additional costs incurred by County as a result of the termination.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST: Joseph Abruzzo Clerk of Circuit Court & Comp	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS troller
By: Deputy Clerk	By: Robert S. Weinroth, Mayor
WITNESSES:	The YMCA of South Palm Beach County
By: Hannah Tannone	Signature Barry Pavis Barry Pavis

By: <u>Umne</u> Styrney County Attorney

APPROVED AS TO TERMS AND CONDITIONS

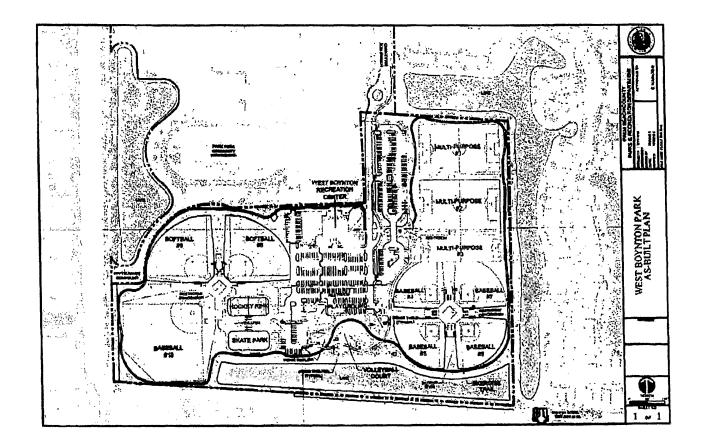
Ву: ____

Director, Parks & Recreation Dept.

EXHIBIT "A"

DESCRIPTION OF "PREMISES"

West Boynton Park and Recreation is a 25,525 square foot facility located at 6000 Northtree Boulevard Lake Worth, FL 33463. The premises includes the recreation center facility and adjacent outdoor play space. During summer camp program hours, the indoor facility is secure and dedicated to this youth program purpose.





FOR YOUTH DEVELOPMENT *
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

10/28/2021

Proposal to provide 2022 Summer Day camp at the West Boynton Parks and Recreation Center.

Submitted by: Donna Angus, Senior Program Director of the DeVos-Blum Family branch of the YMCA of South Palm Beach County

The YMCA of South Palm Beach County is proposing to utilize permitted space at the West Boynton Parks and Recreation facility located at 6000 Northtree Blvd. Lake Worth Fl. 33463. The YMCA will provide on-site summer day camp services to children ages 5 to 11 during the Summer of 2022. Following CDC guidance through the American Camping Association and the YMCA of the USA we will be implementing procedures addressing the Coronavirus crisis. The health and safety of our campers and staff will be the priority of the program.

About Us

Our Purpose

The Y is a leading non-profit committed to strengthening community by connecting all people to their potential, purpose and each other. Working locally, we focus on empowering young people, improving health and wellbeing, and inspiring action in and across communities.

Our Mission

As a cause-driven organization, the Y's Mission is to put Christian principles into practice through programs that build healthy spirit, mind and body for all. Our three main Areas of Focus include **Youth Development, Healthy Living** and **Social Responsibility**. We are committed to helping our youth develop self-confidence, character values and leadership skills by providing innovative and nurturing youth programs. Creating communities that support healthy living by addressing childhood obesity and chronic disease among children and adults and supporting their physical, intellectual and spiritual strength. Instilling an ethic of volunteerism by providing opportunities for South Palm Beach County to give back and serve their communities.

EXHIBIT "B" 2 of 5

Our Vision

Our YMCA serves as a community anchor in Palm Beach County by enriching lives and strengthening community through youth development, healthy living and social responsibility.

The YMCA of South Palm Beach County has several strategic initiatives, including Drowning Prevention, LIVESTRONG at the YMCA, Parkinson's and other Chronic Disease's Programs and Diabetes Self-Management Program to name a few. The support of our donors and community enables the Y to turn no one away due to their inability to pay. Below are some important facts about the YMCA of South Palm Beach County:

- The YMCA of South Palm Beach County began as a single branch in 1972.
- The YMCA of South Palm Beach County manages programs and services within the Southern Palm Beach County area and is comprised of the following facilities: The Peter Blum Family YMCA of Boca Raton, The DeVos-Blum Family YMCA of Boynton Beach and the YMCA@901 NCCI.
- We are among the top 22 fastest growing YMCA markets in the United States and our Association ranks in the Top 25% of YMCAs in the nation. The YMCA of South Palm Beach County impacts more than 65,000 residents annually.
- The Y allows all community members to participate in membership programs regardless of their ability to pay fees, and we provide approximately \$1 million in scholarship assistance each year through annual contributions.

Based on our Mission we want to meet community needs. Partnering with the Palm Beach County Parks and Recreation department to provide day camp services is meeting a crucial need at this time.

About YMCA Day Camp

Safety measures due to Covid will be in place according to CDC recommendations and Licensing guidelines put in place during camp dates.

- The YMCA will conduct camp with a minimum of 60 campers per week and a maximum of 100 campers per week.
- Group ratios will be followed according to Licensing requirements 1:25
- Employees, Counselors and campers will be wearing masks if mandated by the County.
- Parents will be required to wear masks at drop-off and pick-up if mandated by the County
- We will be sanitizing pens between use.
- Temperature checks for employees will be taken if required by the County.
- Parents will sign in and out in the front lobby of the West Boynton Parks and Recreation Lobby.
- Handwashing will be conducted at drop-off and during transition times.
- All games and sports equipment will be sanitized daily.
- Our counselors and lunch monitors will be wearing gloves when handling food or helping assist a camper during lunch or snack time.
- Campers will be participating in one field Trip per week, field trips may be either on site or off site, dependent on Covid-19 protocol and availability of field trip Sites and transportation.

EXHIBIT "B"

3 of 5

- Campers will be transported twice per week to participate in swimming activities at the YMCA.
- Due to changing circumstances and guidelines put forth, if we are unable to have camp due to Covid-19 exposure we will refund payment.

The YMCA will continue to follow COVID-19 safety precaution based on CDC recommendations, Palm Beach County Requirements & closely monitor all CDC recommendations/updates based on current best practices.

Day Camp Overview at the West Boynton Parks and Recreation Center

We will provide day camp services for children ages 5 (must have completed Kindergarten) to 11, Monday through Friday starting at 8 am until 5:30 pm. Summer Day Camp will consist of two- 4 week sessions.

- <u>Session 1</u>- Monday, June 6-Friday, July 1, 2022 (\$680)
 (Camp will be closed on Monday, June 20 for the observance of Juneteenth Day)
- <u>Session 2</u>- Monday, July 11-Friday, July 29 (\$680) (Camp will be closed on Monday, July 4th for the observance of Independence Day)

Financial assistance is available upon demonstrated need. Registration will be conducted in person at the YMCA at 9600 S Military Trail, Boynton Beach, FL 33436. Youth Summer Camp Scholarship participants will be accepted on a first come first serve basis.

YMCA Day Camp delivers hands-on, quality out-of-school instruction focused on seven core areas to develop the full potential of children:

- Health and wellness
- Educational experiences
- Increasing literacy
- STEAM (science, technology, engineering, arts and math) -based lessons and experiences
- Social competence
- Character development

Campers also enjoy the traditional camp experience of fun, healthy and enriching activities for 9 1/2 hours a day, including but not limited to:

- Arts and Crafts
- Sports
- Indoor and outdoor games
- Shows
- Swimming at the DeVos-Blum Family YMCA/with lifeguards on duty and following state and CDC guidelines.

Social skills are practiced through mutual acceptance and respect. Children bond with peers over common goals and interests, rather than differences; daily teamwork fosters bonds and builds character.

YMCA's Responsibilities

The YMCA will be responsible for the following activities:

- 1. Registration of campers.
- 2. Completing comprehensive level II background checks (state and federal checks, and fingerprinting) for all camp staff and personnel rendering direct services to camp participants.
- 3. Ensuring adequate and qualified adult supervision for campers during all camp activities, through compliance with the state of Florida and CDC teacher/child ration, and safety regulations.
- 4. Adherence to CDC Recommendations that are current, and required by Palm Beach County Licensing to address the coronavirus (COVID-19) pandemic when dealing with children in a childcare setting.
- 5. Ensuring all camp staff receive necessary training, including child abuse, CPR and first aid training
- 6. Complete County indemnification form, reports for all accidents, incidents or unusual occurrences. Maintaining specified insurance coverages, in such amounts as set by Palm Beach County
- 7. Palm Beach County will be named as an additional insured, and the YMCA will provide a copy of all necessary certificates and endorsements showing the county such.
- 8. Identifying and reporting child abuse and neglect as required by law.
- 9. Comply with all ADA & HIPPA guidelines and policies.
- 10. Comply with Florida Statute 435.04 & 943.04351
- 11. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours
- 12. Will be responsible for providing transportation for activities offsite adhering to licensing and CDC guidelines for vehicles including sanitation.
- 13. In the event of a reported COVID-19 case: Notify Health Officials and close contacts In accordance with state and local laws and regulations, camp administrators should notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentially in accordance with Americans with Disabilities Act (ADA) external icon. Advise those who have had close contact with a person diagnosed with COVID-19 to self-monitor for symptoms, and follow CDC guidance if symptoms develop.

EXHIBIT "B" 5 of 5

14. The YMCA will pay all rental fees as required by the County.

Palm Beach County Parks & Recreation Department's Responsibilities:

- 1. Provide YMCA with 1 (one) County employee during summer day camp hours to assist with facility operations, storage, drop-off and pick-up. The county employee will not have direct contact with the campers and will only be acting in support of day camp staff. Drop-off and pick-up could involve alerting day camp supervisor when parent/guardian arrives for pick-up.
- 2. Adhering to all relevant federal, state and local law(s), including but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.
- 3. Provide Gymnasium space, and 3 rooms for camp activities, and kitchen space to serve meals from. Isolation space is designated at check out with the camp director, Table, chairs, and storage space will be provided for equipment, administrative files and a secure cabinet for medication.
- 4. Use of adequate outdoor recreational/green space.
- 5. Custodial staff to clean communal areas of facility.
- 6. Deep clean the facility in the event of a reported COVID-19 case Clean and disinfect or Close off areas used by a sick person and do not use these areas until after cleaning and disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
- 7. Staff to monitor/secure facility and grounds.

End Result

YMCA Day Camp will provide eight weeks of traditional summer camp programming. Families will have peace of mind knowing their children will be provided a safe place where they can grow and thrive with access to wellness, educational, and enrichment programs.

YMCA of South Palm Beach County www.ymcaspbc.org DeVos-Blum YMCA Family Center 9600 S Military Trail, Boynton Beach, FL 33436 P 561 738 9622

THE MISSION OF THE YMCA IS TO PUT CHRISTIAN PRINCIPLES INTO PRACTICE THROUGH PROGRAMS THAT BUID HEALTHY SPIRIT, MIND AND BODY FOR ALL.



April 11, 2022

To Whom It May Concern:

Barry Davis has permission to sign the agreement between Palm Beach County and the YMCA of South Palm Beach County for the operations of Summer Camp at the West Boynton Parks and Recreation Center.

Sincerely,

Jason Hagensick President and CEO YMCA of South Palm Beach County

561-237-0947

jhagensick@ymcaspbc.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2022

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:					
Plastridge Insurance Agency 820 NE 6th Avenue	PHONE (A/C, No, Ext): (561) 276-5221 FAX (A/C, No): (561)	276-5244				
Delray Beach, FL 33483	E-MAIL ADDRESS: delraydocs@plastridge.com					
	INSURER(S) AFFORDING COVERAGE					
	INSURER A: Nationwide Mutual Ins. Co.	23787				
INSURED	INSURER B: Zenith Insurance Co.	13269				
YMCA of South Palm Beach County, Inc.	INSURER C: Philadelphia Indemnity Ins Co.	18058				
Gary Flaks 6631 Palmetto Circle South	INSURER D:					
Boca Raton, FL 33433	INSURER E:					
	INSURER F:					

Gary Flaks					INSURER C : Philadelphia Indemnity Ins Co. 18058							
6631 Palmetto Circle South				INSURER D:								
Boca Raton, FL 33433				INSURER E :								
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	X	POLICY PRO-	LOC						-	PRODUCTS - COMP/OP AGG	\$	2,000,000
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		OWNED AUTOS ONLY	SCHEDULED AUTOS	1 1			1			BODILY INJURY (Per accident)	\$	
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Loca	tion	i 2: 9600 S.Military	Trail, Boynton E	Beach	ı, FL.	33424						
Location 3: 901 Peninsula Corp Cir., Boca Raton, FL 33487 Location 4: 600 Glades Road Suite 13770, Boca Raton, FL 33431												
SEE	SEE ATTACHED ACORD 101											
CF	?TIF	ICATE HOLDER					CANCELL	ATION				

SEE AT TACHED ACORD 101	
CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners 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.
Edit Worth, I E 30401	AUTHORIZED REPRESENTATIVE
	cells

ACORD 25 (2016/03)

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LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED		
Plastridge Insurance Agency		YMCA of South Palm Beach County, Inc. Gary Flaks 6631 Palmetto Circle South Boca Raton, FL 33433		
POLICY NUMBER				
SEE PAGE 1				
CARRIER	NAIC CODE			
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE DAGE 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Named Insureds:

- 1. Young Men's Christian Association of South Palm Beach County, Inc. FEI/EIN Number 59-1416281
- 2. YMCA Foundation of South Palm Beach County, Inc FEI/EIN Number 05-0594761
- 3. Young Men's Christian Association of South Palm Beach County, Inc. dba Peter Blum Family Center
- 4. Young Men's Christian Association of South Palm Beach County, Inc. dba Devos-Blum Family YMCA of Boynton Beach 5. Young Men's Christian Association of South Palm Beach County, Inc. dba The Y of South Palm Beach County 6. Young Men's Christian Association of South Palm Beach County, Inc. dba YMCA of Boca Raton 7. Young Men's Christian Association of South Palm Beach County, Inc. dba YMCA of South Palm Beach County at 901

NEW PARTICIPANT COVERAGE INCLUDED \$25,000/\$25,000

PROFESSIONAL LIABILITY & ABUSE/MOLESTATION: NATIONWIDE MUTUAL INS;

POLICY#PL-0000001122BB EFF DATE: 11/13/2021-2022

EACH ABUSIVE CONDUCT LIMIT: \$1,000,000

AGGREGATE LIMIT: \$3,000,000

TRANSFER OF RIGHTS / WAIVER OF SUBROGATION INCLUDED WHEN REQUIRED BY CONTRACT

Certificate Holder is included as Additional Insured as respects General Liability where required by written contract.

ACORD 101 (2008/01)

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AGREEMENT BETWEEN PALM BEACH COUNTY AND FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC. FOR COORDINATION OF SUMMER CAMP

This Agreement is made the _____ day of ____ 20__ between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC., a not-for-profit corporation ('Corporation').

WITNESSETH

WHEREAS, the County owns and operates the Westgate Recreation Center, a public facility dedicated to recreation, wellness, out of school time programs and civic engagement, hereinafter referred to as "Premises"; and

WHEREAS, the Corporation was established as a not-for-profit organization dedicated to empowering youth in diverse underserved communities through social responsibility, healthy living, technology and arts education; and

WHEREAS, the Corporation, is a provider of summer camp services for children ages 5-18 and also provides fitness and wellness, literacy, mentoring and arts education programs; and

WHEREAS, the County and Corporation desire to clearly define their respective roles for the effective and efficient support, management, operation, and use of said Premises for the provision of summer camp; and

WHEREAS, the County and Corporation, recognize the benefits to be derived by partnering together; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

- 1. <u>Recitals</u>: The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. <u>Purpose:</u> The purpose of this Agreement is to enable the Corporation and County to define roles and responsibilities to provide summer camp for youth ages 5-18 at the Premises.

3. <u>Definitions</u>:

- A. "County Facilities": facilities on real property owned or operated by the County, excluding facilities that are leased, licensed or under the contractual control of others.
- B. "Westgate Recreation Center": depicted on Exhibit "A" means County Facilities located at 3691 Oswego Avenue, West Palm Beach, FL 33409,

and includes basketball courts, multipurpose field, soccer field, open green space, picnic pavilion, playground, a gymnasium, splash park, fitness zone, offices, restrooms, meeting rooms, and surrounding property.

C. "Department": the Palm Beach County Parks and Recreation Department, located at 2700 Sixth Avenue South, Lake Worth, Florida 33461.

4. The Corporation shall:

- A. Provide direct funding for all operating expenses associated with approved summer camp programs including but not limited to personnel expenses, independent contractors, onsite entertainment, program supplies, field trips, transportation and office supplies. In the event Corporation denies approval of funding, County shall not be liable for the above expenses.
- B. Operate youth summer camp programs, open to public registration, for up to 7 (seven) one-week sessions, Monday Friday beginning June 6, 2022 and ending July 22, 2022 (except Monday, June 20 and July 4). Camp hours will be from 7:30am until 5:30pm, daily.
- C. Register up to 100 campers.
- D. Complete comprehensive background/sexual predator checks (state and federal checks, and fingerprinting) for all camp staff and personnel rendering direct services to camp participants, and payment of all related costs.
- E. Ensure adequate and qualified adult supervision of campers during all camp activities, through compliance with the State of Florida and CDC teacher/child ratio, and safety regulations, and agreed upon by both parties.
- F. Adhere to all state, county orders and CDC guidelines to address the coronavirus (COVID-19) pandemic when dealing with children in a childcare setting. Adherence shall be documented in a written plan submitted to Department Director.
- G. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.
- H. In accordance with state and local laws and regulations, camp administrators shall notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act and Health Information Portability and Accountability Act (HIPAA); You may be

asked to quarantine dependent on the CDC guidance and/or Countywide directive in place a the time.

- I. Ensure all campers who cannot supply their own lunch receive a nutritious meal and all campers will be provided with a nutritious snack.
- J. Ensure that all camp supervisory staff receive necessary training, including CPR and first aid training.
- K. Complete County indemnification forms, COVID-19 waivers, reports for all accidents, incidents, or unusual occurrences.
- L. Identify and report child abuse and neglect, as required by law.
- M. Comply with the Americans with Disabilities Act (ADA) and HIPAA.

5. The County shall:

- A. Allow the Corporation use of the Premises, as depicted in Exhibit for youth summer camp programs.
- B. Provide the Corporation with County employee assistance as needed during summer day camp hours to assist with operations. The County employee will not have direct contact with campers and will only be acting in support of day camp staff.
- C. Adhere to all relevant federal, state and local law(s), including, but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.
- D. Ensure that the Premises have appropriate space including but not limited to one isolation room, and "home base" rooms to comply with CDC guidelines.
- E. Provide tables, chairs, and storage space for recreational equipment, administrative files and a secure cabinet for medication.
- F. Make available adequate outdoor recreational/green space at the Premises.
- G. Custodial staff to clean communal areas of the Premises.
- H. Disinfect the Premises in the event of a reported COVID-19 case. Close off areas used by a sick person and do not use these areas until after disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
- I. As budget permits, staff to monitor/secure Premises and grounds.

6. Insurance:

The Corporation shall maintain at its sole expense, in full force and effect at all times during the term of this Agreement the insurance coverage and limits

(including endorsements) as described herein. Failure to maintain the required insurance shall be grounds for termination of services. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Corporation, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Corporation under the Contract. Corporation agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. Commercial General Liability: Corporation 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 Contractual Liability or Cross Liability.
- B. Business Auto Liability: Corporation shall maintain Business Auto Liability at a limit of liability not less than \$1,000,000 each accident.
- C. Workers' Compensation Insurance & Employer's Liability: Corporation shall maintain Workers' Compensation in accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
- D. Additional Insured Clause: The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. Waiver of Subrogation: Corporation 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 Corporation shall 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 to the policy specifically prohibiting such an endorsement or voids coverage should Corporation enter into such an agreement on a pre-loss basis.
- F. Certificate(s) of Insurance: Prior to each renewal of this Agreement, within forty-eight (48) hours of a request by COUNTY. Subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Corporation shall deliver to COUNTY, or COUNTY's contracted insurance tracking vendor, a signed Certificate(s) of Insurance evidencing that all types and at least the minimum limits of

insurance coverage required by this Contract have been obtained and are in full force and effect.

- G. Umbrella or Excess Liability: If necessary, Corporation may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Corporation agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true Follow-Form" basis.
- H. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Agreement.
- 7. <u>Indemnification:</u> Corporation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Corporation's performance of the terms of this Agreement or due to the acts or omissions of Corporation.
- 8. <u>Default:</u> The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.
- 9. <u>Term:</u> The term of this Agreement shall be for a period of six (6) months from the date of execution, unless either party provides a written notice of intent to terminate the agreement to the other party thirty (30) days in advance.
- 10. <u>Availability of Funds</u>: Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
- 11. <u>Notice</u>: All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

IF TO COUNTY:

Palm Beach County Department of Parks and Recreation

Attn: Director of Parks and Recreation

2700 Sixth Avenue South Lake Worth, Florida 33461

IF TO CORPORATION:
Director
Faith's Place Center for Arts Education, Inc.
954 44th Street
West Palm Beach, Florida 33407

- 12. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Corporation certifies that it, affiliates, suppliers, subcontractors and Contractors 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 FS 287.133(3)(a).
- 13. <u>Criminal History Records Check</u>: The Corporation Corporation's employees, subcontractors of Corporation and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Corporation is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Corporation acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Corporation(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Corporation shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Corporation or its subcontractor(s) terminates an employee who has been issued a badge, the Corporation must notify the County within two (2) hours. At the time of termination, the Corporation shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Corporation if the Corporation 1) does not comply with the requirements of County Code Section 2-371 - 2-377,

as amended; 2) does not contact the County regarding a terminated Corporation employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

- 14. <u>Regulation: Licensing Requirements:</u> Corporation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Corporation is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.
- 15. Nondiscrimination: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Corporation warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, the Corporation represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the Corporation shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Corporation retaliate against any person for reporting instances of such discrimination. The Corporation shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Corporation understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party, Corporation shall include this language in its subcontracts,

16. <u>Severability:</u> 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.

17. <u>Termination</u>: Notwithstanding any provision of this Agreement to the contrary this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other patty. Upon termination of this Agreement, any and all permanent improvements or additions made by Corporation to Parks and Recreation Center Premises shall remain the property of the County. Supplies and equipment either donated by Corporation or purchased with Corporation funds are considered Corporation property and shall remain with the Corporation.

18. Access to County Facilities:

County reserves the right to cancel in-progress or future programs/events on County property and/or restrict access of Corporation or program participants to County property during an emergency, including but not limited to a pandemic or disaster.

- 19. <u>Dispute Resolution</u>: In the event an issue arises which cannot be resolved between Corporation and the County's Director of Recreation Services regarding the use or availability of Premises the dispute shall be referred to the Executive Director of the Faith's Place Center for Education, Inc. and the Director of the County's Parks and Recreation Department who shall both make a good faith effort to resolve the dispute.
- 20. <u>Entirety of Agreement</u>: County and Corporation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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.
- 21. Access and Audits: If applicable, should any portion of the payments made to Corporation include Corporation's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, Corporation will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Corporation's place of business.

Palm Beach 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 contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Corporation, its officers, agents, employees, and lobbyists in order to ensure compliance with 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.
- 22. <u>Independent Contractor</u>: The Corporation 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. The Corporation does not have the authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Corporation to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Corporation's procurement of such services is solely the responsibility of the Corporation and the Corporation hereby holds the County harmless for same to the extent permitted by law.
- 23. <u>No Third Party Beneficiaries</u>: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Corporation.
- 24. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 existing at law or in equity, 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.
- 25. <u>Public Records:</u> Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Corporation: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011 (2) F.S., the Corporation shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Corporation is specifically required to:
 - A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
 - B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Corporation further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

- completion of the Contract, if the Corporation does not transfer the records to the public agency.
- D. Upon completion of the Contract, the Corporation shall transfer, at no cost to the County, all public records in possession of the Corporation unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Contract, the Corporation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the Contract, the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically by the Corporation must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Corporation to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Corporation acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

- IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.
- 26. <u>Counterparts:</u> This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute this Agreement through electronic or manual means. Corporation shall execute by manual means only, unless the County provides otherwise.
- 27. <u>E-Verify-Employment Eligibility:</u> Corporation warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) it verifies that all of the Corporation's subcontractors performing the duties and obligations of this Agreement are registered with and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Corporation shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Corporation shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Corporation has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Corporation's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Corporation to terminate its contract with the subcontractor and Corporation shall immediately terminate its contract with the subcontractor.

If County terminates this Agreement pursuant to the above, Corporation shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Corporation shall also be liable for any additional costs incurred by County as a result of the termination.

[This space left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST: Joseph Abruzzo	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Clerk of Circuit Court & Comp By: Deputy Clerk	By: Robert S. Weinroth, Mayor
WITNESSES:	Faith's Place Center for Arts Education, Inc.
By: May 3106 Signature Date Sarah Thompson	By: 3 10 20 Signature Date Noble Mays

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

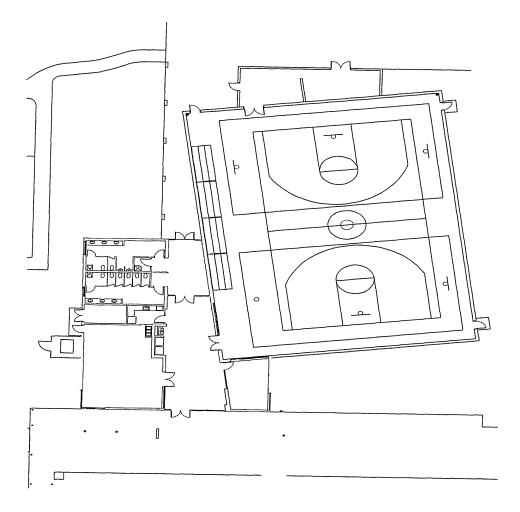
Ву:____

Director, Parks & Recreation Dept.

EXHIBIT "A"

DESCRIPTION OF "PREMISES"

Westgate Recreation Center is a 12,606 square foot facility located at 3691 Oswego Avenue, West Palm Beach, FL 33409. The premises includes the recreation center facility and adjacent outdoor play space. During summer camp program hours, the indoor facility is secure and dedicated to this youth program purpose.



PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT WESTGATE PARK & RECREATION CENTER GYMNASIUM FLOOR PLAN



Center for Arts Education, Inc.

Proposal for Palm Beach County Parks & Recreation Department



WESTGATE COMMUNITY CENTER

Noble Lockhart-Mays, Director West Palm Beach, FL 33407

Faith's Place Center for Arts Education, Inc.

Executive Summary

Overview

Faith's Place Center for Arts Education is an organization that serves underprivileged youths in Palm Beach County. It provides Preschool for 3, 4 and 5-year olds as well as After School Arts

Enrichment for school aged students Kindergartenthrough 12th grades. The social component includes the 6 B's of Good Character which are:Be Trustworthy, Be Responsible, Be Respectful,Be Kind, Be Fair and Be Fit.

The Problem

Some of the problems that plague our inner city and have taken control of the community are the following:

- Urban PTSD (Neighborhood War Zones)
- Lack of Education
- Teenage Pregnancy
- Drugs
- Crime

The Solution

There are many approaches to finding solutions to the problem. It is our experience in serving in the inner city that the following gets the best results:

- **Provide Healthy Outlets-** Allow students toexpress themselves both artistically and emotionally through the arts to help with trauma they may have experienced in the neighborhood.
- Empower through Education-
 - Provide affordable preschool to families of the community to equip them to be prepared for Kindergarten and beyond. Early intervention has proven to guaranteeacademic success. Provide homework
 - assistance to all students in the afterschoolarts program to alleviate pressure from working parents who have long hours.
- Inspire through the Arts- Have certified arts teachers instruct students in dance, percussion, band, strings, vocal, and sports.
- *Encourage Positive Behavior* Have team members encourage students to embrace the 6 B's in everyday life to build goodcharacter which will help to develop productive citizens.





Highlights

We measure the success of our program in 4 ways:

- Academic Achievement-Report Cards, Honor Roll, Junior & National Honor Society
- Acceptance into Arts Programs
- High School Graduation
- Collegiate Arts Scholarship

Keys to Success

The keys to our success are in direct correlation with stellar programming and our presence in the community through performances. The more we perform for the Mayors of various cities, on the island of Palm Beach, at church services and several other places and events throughout of county, the more people want to send their children to Faith's Place.

Financial Stakeholders

Our Financial Stakeholders include Florida VPK that funds our Preschool programs. The Office of Early Learning Coalition of Palm Beach County funds the after-school arts enrichment program. Youth Services of Palm Beach County funds our summer All-Star Arts& Sports Camp.









Westgate Community Center 3691 Oswego Avenue West Palm Beach, Florida 33409

PROPOSED SUMMER ARTS CAMP

ALLSTAR Arts Camp Dates
June 6, 2022 – July 22, 2022
8:00am – 5:00pm

Westgate Summer Camp 22 DAILY SCHEDULE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
MORNING	MORNING	MORNING	MORNING	MORNING
ACTIVITIES	ACTIVITIES	ACTIVITIES	ACTIVITIES	ACTIVITIES
MORNING INSPIRATION BREAKFAST 8:00AM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00PM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00PM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00PM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00PM-8:45AM
INNOVATIVE LEARNING L.I.T. Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM	INNOVATIVE LEARNING L.I.T. Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM	INNOVATIVE LEARNING L.I.T. Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM	INNOVATIVE LEARNING L.I.T. Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM	INNOVATIVE LEARNING L.I.T. Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM
OUTSIDE LEARNING Be Fit & Basketball	OUTSIDE LEARNING Be Fit & Basketball	OUTSIDE LEARNING Be Fit & Basketball	OUTSIDE LEARNING Be Fit & Basketball	OUTSIDE LEARNING Be Fit & Basketball
6 th Grade & Up	6th Grade & Up	6 th Grade & Up	6th Grade & Up	6 th Grade & Up
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
11:00AM-12:00PM	11:00AM-12:00PM	11:00AM-12:00PM	11:00AM-12:00PM	11:00AM-12:00PM
CREATIVE	CREATIVE	CREATIVE	CREATIVE	FIELD TRIP
ROTATIONS	ROTATIONS	ROTATIONS	ROTATIONS	
STRINGS 8:30am-10:30am Mandel Library K - 2 nd 11:30am-1pm Green Mouse Academy 3 rd – 5 th 1pm-2pm WHOLE GROUP GAMES 3:30pm-3:45pm	YSPB Musical Theater 6 th - Up 10am-11am Gaines Park Swimming K - 2 nd 9am-10:30am 3 rd - Up 10:30am-12pm Creative Drumming K - 2 nd 1pm-2:30pm 3 rd - Up 2:30pm-4pm Creative Dance 3 rd - Up 1pm-2:30pm K - 2 nd 2:30pm-4pm	STRINGS 8:30am-10:30am Mandel Library K - 2nd 11:30am-1pm Green Mouse Academy 3rd - 5th 1pm-2pm Taj Builds 1pm-3:30pm 6th - Up WHOLE GROUP GAMES 3:30pm-3:45pm	YSPB Musical Theater 3rd – 5th 10am-11am Kids Yoga 3rd - Up 1pm-1:35pm K- 2nd 1:40pm-2:15pm Crazy Games Outside Games 1pm-3pm Big Screen Movie 3pm-4:30pm	Week One Super Play Fun Depot Week Three Week Four Florida Fishing Movies Academy & WPB Fishing Club FUN DAY Week Five Barracuda Bay Morikami & Rapids Museum Week Seven Palm Beach Zoo
SNACK	SNACK	SNACK	SNACK	SNACK
4:00PM-4:30PM	4:00PM-4:30PM	4:00PM-4:30PM	4:00PM-4:30PM	4:00PM-4:30PM
POSITIVE WORD OF THE DAY	POSITIVE WORD OF THE DAY	POSITIVE WORD OF THE DAY	POSITIVE WORD OF THE DAY	POSITIVE WORD OF THE DAY
4:30PM-4:45PM	4:30PM-4:45PM	4:30PM-4:45PM	4:30PM-4:45PM	4:30PM-4:45PM
DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL
5:00PM	5:00PM	5:00PM	5:00PM	5:00PM

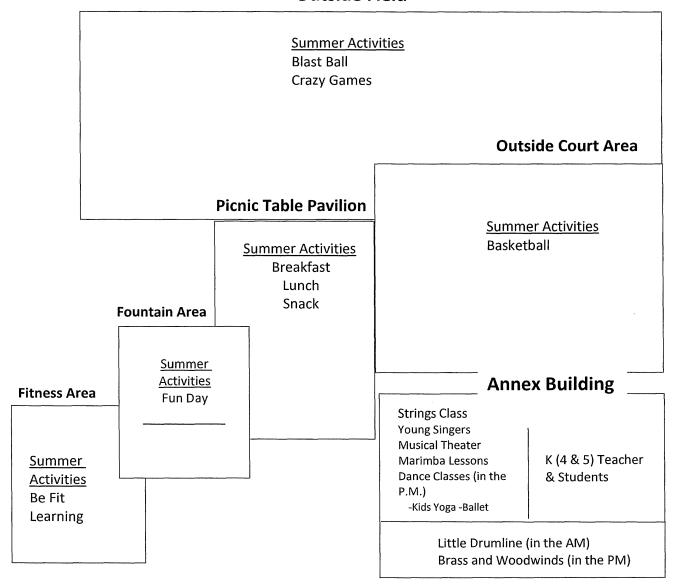
Summer Camp 22 Art Areas

Strings Dance

Percussion Chorus

Chorus Band		Gymnasium Set Up				
		K-2 nd				
	Hallway	Teacher & Students				
ARTS Room						
Senior Drumline		6 th Grade-Up				
(in the P.M.)		Teacher &				
Other Activities Ballet (in the A.M.)		Students				
*Rainy Days Retreat Plan Area	Control	3rd_5th				
Breakfast/Lunch/Snack Crazy Games	Point	Teacher & Students				
order, dames	(Reception	reacher & Stadents				
	Table)	Other Activities				
	. 50.57	Green Mouse AcademyCreative Dance Creative Drumming Taj Builds Big Screen Movie *Rainy Days Retreat Plan Area* Breakfast/Lunch/Snack Crazy Games				
		(Outside)				

Outside Field



Expanded Learning Opportunities

ARTS Rotations

Strings		Mondays & Wednesdays
	All	8:45am-10:45am
Little Drumline	All	Monday-Friday 9:35am-10:45am
Senior Drumline	All	Monday-Friday 12:30pm-4:30pm
Brass & Woodwinds (BAND)	All	Monday-Friday 12:30pm-4:30pm
Mrs. Ellis Elliott		Tuesdays
Pre-Ballet		1pm- 1:30pm
Ballet I		1:30pm-2:15pm
Ballet II & III		2:30pm-3:30pm
		Wednesdays
Pre-Ballet		9:00am- 9:30pm
Ballet I		9:30pm-10:15pm
Ballet II & III		10:15am-11:00am
		Thursdays
Kids Yoga	3 rd -5 th	1pm 1:30pm
Kids Yoga	6 th & Up	1:30pm 2:15pm

Expanded Learning Opportunities

Green Mouse Academy

Taj Builds

Mondays

1pm-2pm

Young Singers of Palm Beaches

6th & Up

3rd-5th

Tuesdays

10:00am-11:00am

Thursdays

10:00am-11:00am

Gaines Park Swimming Fun

K-2nd

3rd-5th

Tuesdays

9:00am-10:30am 10:30am-12:00pm

PEX Games

K-2nd

3rd & Up

Movie for All

Thursdays

1:00pm-2:00pm 2:00pm-3:00pm

3:00pm-4:00pm

Staff Schedule & Assignments

NAME	POSITION	SCHEDULE	DUTIES
Noble Mays	Director	7:00am-6:00pm	Manage Daily Operations of Summer Camp Activities
Tarry Mays, Sr.	Director Teacher 6 th – Up	7:00am-6:00pm	Oversee the Camp Activities. Teach Students 6 th Grade & Up
Ronika Pugh	Supervisor Teacher 2 nd & 3 rd	7:30am – 5:30pm	Supervise Staff, Studentsand Camp Activities. Teach Students in 2 nd & 3 rd Grades Manage Dance Classes
Leondra Swails	Teacher K (Five)	8:00am-5:00pm	Teach Students in K (Five) Monitor Summer Camp Activities
Latoya Nunnally	Teacher K & 1 st Program Monitor	8:30am-4:30pm	Teach Students in K & 1 st Grades Monitor Summer Camp Activities
Angela Pugh	Teacher 4 th & 5 th	8:30am-12:00pm	Teach Students in 4 th & 5 th Grades
Norman Bain	Music Teacher Marching Lions Band DirectorYSPB Musical Theater B & W Private Lessons	9:00am-4:30pm	Teach Students & Monitor: Marching Lions YSPB ELO Monitor Summer Camp Activities
Bryon Russell	Percussion Teacher Little Drumline Senior Drumline	9:00am-4:30pm	each Students & Monitor:Little Drumline Senior Drumline Monitor Summer Camp Activities
Portia Lockhart	Program Monitor	OPEN	Monitor & Assist with Summer Camp Activities
Alexis Lockhart	Program Monitor	OPEN	Monitor & Assist with Summer Camp Activities

EXHIBIT "B"

Collegiate Staff & Youth Motivators Schedule

NAME	POSITION	SCHEDULE	DUTIES
Alonna Ward	Collegiate Staff	7:30am-5:30pm	Sign-In/Out Books Compliance. Reception & Dismissal of Campers Arts Assistant
McKaylun Nicholson	C.S. Band Assistant Marching Lions	7:00am-6:00pm	Reception & Dismissal of Campers Arts Assistant
Tyrese Quince	C.S. Band Assistant Marching Lions	7:30am – 5:30pm	Reception & Dismissal of CampersArts Assistant
Xavier Gayle	C.S. Percussion Assistant Little & Senior Drumlines	9:00am-4:00pm	Reception & Dismissal of CampersArts Assistant
Christa Bailey	C.S. Percussion Assistant	OPEN	Marimba Lessons
Deon Davis Mr. Mays Assistant 6 th Grade & Up	Youth Motivator Camp & Arts Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Briana McFarlane Angela Pugh Assistant 4 th & 5 th Grades	Youth Motivator Camp & Arts Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Siyon Gaffney Mr. Mays Assistant 6 th Grade & Up	Youth Motivator Camp & Arts Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Teandra Jackson Angela Pugh Assistant 4 th & 5 th Grades	Youth Motivator Camp & Arts Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Hope Noncent Mrs. Nunnally Assistant K & 1 st Grades	Youth Motivator Camp & Arts Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Paris Starkes Ms. Lee Assistant K & 1st Grades	Youth Motivator Camp & Arts Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Faith Mays Ms. Ronika Pugh Assistant 2 nd & 3 rd Grades	Youth Motivator Classroom Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Janiya Nunnally Ms. Ronika Pugh Assistant 2 nd & 3 rd Grades	Youth Motivator Classroom Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Naturelle Mack Mrs. Nunnally Assistant K & 1 st Grades	Youth Motivator Classroom Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Diamonique Mays	Youth Motivator Classroom Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant
Anyla Williams	Youth Motivator Classroom Assistant	8:45am-4:45pm	Assist Assigned Teacher Café Assistant & Arts Assistant



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/08/2022

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 have ADDITIONAL INSURED provisions or 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).

RODUCER

CONTACT Remity Gallagher

PHONE
(A/C, No, Ext): (646) 844-9933

FAX
(A/C, No):

25 W 45th Street,				E-MAIL ADDRESS: customer.service@coverwallet.com				
Flo	or 15			INSURER(S) AFFORDING COVERAGE NAIC				
Ne	w York NY 10036			INSURER A : Evanston Insurance Company 3:				
INSURED	th's Place Center for Education, Fait	h's Place	Contor For Arts	INSURER B:				
	urs Flace Center for Education, Fait	IIS PIACE	Center For Arts	INSURER C:				
250	08 North Australian Ave			INSURER D :				
We	st Palm Beach, FL, 33407			INSURER E :				
				INSURER F:				
COVER	RAGES CER	TIFICAT	E NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO W CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TI								
	JSIONS AND CONDITIONS OF SUCH	ADDLISUB	R					
INSR LTR	TYPE OF INSURANCE	INSD WVI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 11/05/2021		LIMITS	4 000 000	
X	COMMERCIAL GENERAL LIABILITY	X	3FB8514	11/03/2021	11/05/2022	DAMAGE TO DENTED	1,000,000	
<u> </u>	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence) \$	100,000	
A -							5,000	
							1,000,000	
	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000	
X	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$		
	OTHER:					COMPINED SINGLE LIMIT		
AU'	TOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)		
	ANY AUTO					BODILY INJURY (Per person) \$)	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	3	
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	3	
						\$	S	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$	8	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	S	
	DED RETENTION \$					93	3	
	RKERS COMPENSATION DEMPLOYERS' LIABILITY					PER OTH-STATUTE ER		
ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT \$	3	
(Ma	ricer/MEMBER EXCLUDED?					E.L. DISEASE - EA EMPLOYEE		
lf ye	es, describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	5	
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHIC	ES (ACOF	RD 101, Additional Remarks Schedu	le, may be attached if mor	e space is require	ed)		
\$100.00	0/\$200,00 sublimit for sexual abuse	and mole	estation coverage included					
\$ 100,00	10/4200,00 Subilifilit for Sexual abuse	and more	estation coverage included.					
PALM B	EACH COUNTY BOARD OF COUN	ITY COM	IMISSIONERS is listed as a	dditional insured on	the General L	iability Policy.		
CERTII	FICATE HOLDER			CANCELLATION				
OLIVIII	TOATE HOLDER			CANGLELATION				
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2700 Sixth Avenue South				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
La	ke Worth, FL, 33461							
				AUTHORIZED REPRESENTATIVE Margaret M. Reff				
L					200 004 5 4 0	OPD COPPORATION A	U .: - l-4	

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2022

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.

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PRODUCER					CONTACT Automatic Data Processing Insurance Agency, Inc.					
Automatic Data Processing Insurance Agency, Inc.					PHONE (A/C, No. Ext): 1-800-524-7024 (A/C, No):					
					E-MAIL ADDRESS:					
1 Adp Boulevard									NAIC#	
	eland			NJ 07068	INSURER	A: Hartford Ca	asualty Insurance	Company		29424
INSUI	RED Faiths Place Center For Arts Edu	cation	, Inc		INSURER	В:				ļ
					INSURER	C:				
	2508 N Australian Ave				INSURER	D:				
					INSURER	E:				
	West Palm Beach			FL 33407	INSURER	<u>F:</u>				
				NUMBER: 2391614				REVISION NUMB		
	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI									
	ERTIFICATE MAY BE ISSUED OR MAY									
	CLUSIONS AND CONDITIONS OF SUCH									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER	(POLICY EFF MM/DD/YYYY)	(MM/DD/YYYY)		LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurre	nce) \$	
								MED EXP (Any one per	son) \$	
								PERSONAL & ADV INJ	URY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGAT	E \$	
	POLICY PRO- JECT LOC				1			PRODUCTS - COMP/O	P AGG \$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LII (Ea accident)	MIT \$	
	ANY AUTO							BODILY INJURY (Per p	erson) \$	
	OWNED SCHEDULED							BODILY INJURY (Per a	ccident) \$	
	AUTOS ONLY AUTOS NON-OWNED				-			PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
-	UMBRELLA LIAB OCCUR	-	<u> </u>					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	- \$	
	OLAIMO MAGE	1						AGGNEGATE	\$	
	DED RETENTION \$ WORKERS COMPENSATION							PER	OTH- ER	
	AND EMPLOYERS' LIABILITY									000,000
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	N	76WEGAE2N5G		10/23/2021	10/23/2022	E.L. EACH ACCIDENT		000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EM		000,000
	DÉSÉRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLIC	YLIMIT \$ 1,	000,000
DEC	CONTINUE OF CHERATIONS (1 COATIONS (1 COAT	1 50 (1007	And Additional Bassada C : :		-44-abr -1 15				
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	4COKE	וטיז, Additional Remarks Schedi	uie, may be	attached if moi	re space is requi	euj		
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	PALM BEACH COUNTY BO	V DD	OE (YTINITY				DESCRIBED POLICIE EREOF, NOTICE		
	COMMISSIONERS	MKD	Or C	CONTI				CY PROVISIONS.		
	2700 Sixth Avenue South									
	2700 Oixiii Avenue Gouiii				AUTHOR	IZED REPRESE	NTATIVE			
	Lake Worth			FL 33461	71	m M. Musin				
L	Lake Worth			IL 33401		7				
						@ 10	98.2015 AC	ORD CORPORAT	TON All ei	abte recorred

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2022

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PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No):
E-MAIL ADDRESS: PRODUCER Automatic Data Processing Insurance Agency, Inc.

					ADDRES	55:			
1 Adp Bo				N.I. 07000				IDING COVERAGE	NAIC#
Roseland NJ 07068 INSURED Faiths Place Center For Arts Education, Inc.						INSURER A: Hartford Casualty Insurance Company 29424			
INSURED	Faiths Place Center For Arts Edu	ication	i, inc		INSURER B:				
	2509 N. Austrolian Ava				INSURER C:				
2508 N Australian Ave						RD:			
	West Palm Beach			FL 33407	INSURE				
COVERA		TIEI	`	NUMBER: 2391614	INSURE	RF:		REVISION NUMBER:	
	TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			POLICY PERIOD
INDICA CERTIF	TED. NOTWITHSTANDING ANY R FICATE MAY BE ISSUED OR MAY SIONS AND CONDITIONS OF SUCH	EQUI PERT	REME TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORI	N OF AN DED BY	Y CONTRACT	T OR OTHER ES DESCRIBE	DOCUMENT WITH RESPECT ED HEREIN IS SUBJECT TO	TO WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
		1						MED EXP (Any one person) \$	
								PERSONAL & ADV INJURY \$	
GEN'	L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	
	OTHER:		<u></u>					\$	
AUTO	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO							BODILY INJURY (Per person) \$	
	OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per accident) \$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
	DED RETENTION \$							\$	
	KERS COMPENSATION EMPLOYERS' LIABILITY		1					PER OTH- STATUTE ER	
	PROPRIETOR/PARTNER/EXECUTIVE N	N/A	N	76WEGAE2N5G		10/23/2021	10/23/2022	E.L. EACH ACCIDENT \$	1,000,000
(Mano	datory in NH) , describe under		'			,		ELECTION TO LIVE TO LET 4	1,000,000
DESC	CRIPTION OF OPERATIONS below		<u> </u>					E.L. DISEASE - POLICY LIMIT \$	1,000,000
		<u> </u>							
DESCRIPTI	ON OF OPERATIONS / LOCATIONS / VEHIC	CLES (ACORI	D 101, Additional Remarks Sched	ule, may t	e attached if mo	re space is requi	red)	
l									
									:
CERTIF	ICATE HOLDER				CAN	CELLATION			
	PALM BEACH COUNTY BO COMMISSIONERS	ARD	OF C	COUNTY	THE	EXPIRATION	N DATE TH	DESCRIBED POLICIES BE CAN TEREOF, NOTICE WILL BE CY PROVISIONS.	
	2700 Sixth Avenue South								
					AUTHO	RIZED REPRESE	:N FATIVE		
	Lake Worth			FL 33461	171.	ny) 1.) Muin			

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2022

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PRODUCER

Progressive
Progressive
PO Box 94739

PANAL
P

PRODUCER
Progressive
Progressive
PO Box 94739
Cleveland, OH 44101

INSURER(S) AFFORDING COVERAGE
INSURER A: Progressive Express Insurance Co. 10193 INSURER B:
FAITH'S PLACE CENTERS FOR
ARTS AND EDUCATION INC
954 44TH ST
WEST PALM BEACH FL 33407

INSURER E:
INSURER

COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLIDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO								
I INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO								
APPRICATE MAY BE IGNUED ON MAY DESTRUCTED MICHAELE APPROPRIE BY THE BOLLOUG DESCRIPTO LEGISLES TO ALL	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 ADDLISUBRI POLICY EFF POLICY EXP								
COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED								
CLAIMS-MADE OCCUR PREMISES (Ea cocurrence) \$								
MED EXP (Any one person) \$								
PERSONAL & ADV INJURY \$								
GEN'L AGGREGATE LIMIT APPLIES PER: \$								
POLICY PRODUCTS - COMP/OP AGG \$								
OTHER:								
AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 50	.000							
ANY AUTO BODILY INJURY (Per person) \$,							
A OWNED V SCHEDULED V 03093639.0 0976/2034 0976/2032 BONLY IN BIRY (Per project) \$								
AUTOS ONLY AUTOS NEW AUTOS NON-OWNED A OSSOCIOUS A OSS								
AUTOS ONLY AUTOS ONLY (Per excident)								
\$								
UMBRELLALIAB OCCUR \$.,							
EXCESS LIAB GLAIMS-MADE AGGREGATE \$								
DED RETENTION\$								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY								
ANYPROPRIETOR/PARTNER/EXECUTIVE (177)								
OFFICER/MEMBER EXCLUDED? (Mandetory In NH) E.L. DISEASE - EA EMPLOYEE \$								
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$								
Uninsured Motorist \$500,000 CSL								
A Personal Injury Protection X 03983628-0 08/26/2021 08/26/2022 \$10,000								
A Teleschial lightly Frocedori								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
2019 CHEVROLET EXPRESS G3500								
2019 CHEVROLET EXPRESS G3500 1GAZGPFP2K1169456								
2018 CHEVROLET EXPRESS G2500 1GCWGAFG7J1908571								
CERTIFICATE HOLDER CANCELLATION								
ADDITIONAL INSURED:								
IPAL M REACH COLINTY ROARD OF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE								
COUNTY COMMISSIONERS THE EXPIRATION DATE THEREOF, NOTICE WILL BE D ACCORDANCE WITH THE POLICY PROVISIONS.	LIVERED IN							
2700 6TH AVE \$								
LAKE WORTH FL 33461 AUTHORIZED REPRESENTATIVE								
AND PROVIDED REPRESENTATIVE								

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