

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2026 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a First Amendment to Agreement for Provision of Financial Assistance with the Palm Beach County Food Bank, Inc. (PBCFB), to increase the amount by \$1,277,191, for a total amount not to exceed \$3,001,877; and
- B) a First Amendment to Interlocal Agreement with the Florida Department of Health (FDOH) in Palm Beach County (County), to increase the amount by \$174,846, for a total amount not to exceed \$817,466, to support the Food and Nutrition Services Project (FNSP) aimed at improving access to healthy food and nutrition services for low-income, food-insecure residents of the County.

Summary: In the fall of 2024, the Community Services Department (CSD) began discussions with PBCFB on four (4) areas of expansion: 1) healthy food distribution, 2) local produce recovery, 3) nutrition services, and 4) a centralized database for food distribution sites. These discussions resulted in the FNSP. The PBCFB will expand its fleet of mobile units to reach more locations and will build its agricultural network to increase local produce recovery. PBCFB has partnered with FDOH to provide individual and group nutrition sessions, as well as healthy cooking demonstrations in their state-of-the-art kitchen. To better assess and plan for the food security needs throughout the County, CSD and the Information Services System (ISS) are building a platform in their Online System for Community Access to Resources and Social Services (OSCARSS) database to track utilization at food distribution sites. Contracts with PBCFB and FDOH were executed on September 16, 2025 (R2025-1234 and R2025-1233, respectively). The amendments reallocate dollars from unspent American Rescue Plan Act (ARPA) funds. On May 6, 2025, the Board of County Commissioners approved a contract with Indeed, Inc. d/b/a Tangelo (R2025-0595), in the amount of \$1,400,040 to improve the food security infrastructure system. The proposed amendments reallocate previously approved ARPA funds and do not require a local match. These funds will be used to expand food distribution capacity, support local produce recovery efforts, enhance access to nutrition services for County residents, and support the development and implementation of the Online System for Community Access to Resources and Social Services (OSCARSS) food distribution database. OSCARSS will serve as a centralized system to track utilization at food distribution sites throughout the county. **These are County ARPA Replacement funds that do not require a local match.** Countywide (JBR)

Background and Justification: The objectives and outcomes of this project align with the local Hunger Relief Plan. According to Feeding America’s Map the Meal Gap, more than 173,000 County residents experience food insecurity, including 50,890 children. The FNSP aims to increase access to food and nutrition services, increase local produce recovery, and build a centralized database for the food distribution system in OSCARSS. Services will be available throughout the County.

Attachments:

1. First Amendment to the Agreement with Palm Beach County Food Bank Contract
2. First Amendment to the Interlocal Agreement with the Florida Department of Health

Recommended By: Taruna Mallotra 1/12/2026
Department Director Date
Approved By: [Signature] 1/21/26
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	726,018	726,019			
External Revenue	0	0			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	726,018	726,019			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
Does this item include the use of Federal funds? Yes No X
Does this item include the use of State funds? Yes No X

Budget Account No.:
Fund 1164 Dept. 140 Unit 201A Object 3401 Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:
ARPA Revenue Replacement

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

Shirley Murt

OFMB

11/14/2025

JA 1/13

Exw 1-14-26

Brinda Madd

Contract Development and Control

1/15/26

B. Legal Sufficiency:

Brusethel

Assistant County Attorney

1/20/26

C. Other Department Review:

Department Director

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

FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE (Amendment) is made on this 3rd day of February, 202~~6~~⁵, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Palm Beach County Food Bank, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **90-0788707**.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on September 16, 2025, the above-named parties entered into an Agreement for Provision of Financial Assistance (R2025-1234) (the Agreement), in an amount not to exceed \$1,724,686 to provide Food and Nutrition services; and

WHEREAS, the parties desire to increase the Agreement by \$1,277,191, for a new total not to exceed amount of \$3,001,877; and

WHEREAS, the need exists to amend the Agreement in accordance with the terms set forth below.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Agreement is hereby amended as follows:

- I. The foregoing recitals are true and correct, and incorporated herein by reference.
- II. **EXHIBIT A** is hereby replaced in its entirety by **EXHIBIT A-1**, attached hereto and incorporated herein by reference.
- III. The first, second and third paragraph in **ARTICLE 4 –PAYMENTS TO AGENCY** is amended to read as follows:

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE MILLION, ONE THOUSAND AND EIGHT HUNDRED, AND SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$3,001,877.00) OVER A TWO-YEAR PERIOD, OF WHICH ONE MILLION, SEVEN HUNDRED AND THRITY-TWO THOUSAND AND FOUR HUNDRED AND ELEVEN DOLLARS AND ZERO CENTS (\$1,732,411.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE MILLION, TWO HUNDRED AND SIXTY-NINE THOUSAND AND FOUR HUNDRED AND SIXTY-SIX DOLLARS AND ZERO CENTS (\$1,269,466.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT – B-1** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the

total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT – B-1**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer, or their designee.

- IV. **EXHIBIT B** is hereby replaced in its entirety by **EXHIBIT B-1**, attached hereto and incorporated herein by reference.
- V. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Sara Baxter, Mayor

AGENCY:
Palm Beach County Food Bank, Inc.

BY:  _____
Authorized Signature

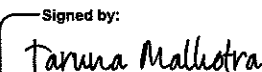
Jamie Kendall

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:  _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:  _____
Department Director

FY 2026-2027 SCOPE OF WORK AND SERVICES

Agency:	Palm Beach County Food Bank, Inc.
Project Name:	Food & Nutrition Services Program
Location:	Palm Beach County
Focus Population:	Low-income Palm Beach County residents who are food insecure

Overview

The Palm Beach County Food Bank Food and Nutrition Services Program is designed to improve access to healthy food and nutrition services for low-income residents throughout Palm Beach County while strengthening the operational capacity of its food distribution network. The Food Bank will provide consistent mobile produce and shelf-stable food distributions across the county, offer space for on-site, dietitian-led cooking demonstrations for clients participating in the Mobile Pantry (including individuals who may be enrolled in SNAP), and refer eligible clients to the Florida Department of Health for registered dietitian nutrition services. Additionally, the Food Bank will collaborate closely with local farmers, retailers, and distributors to source and rescue food that supports its countywide distribution network, while onboarding partner agencies involved in food distribution onto OSCARSS to ensure accurate client tracking, reporting, and service coordination.

The Palm Beach County Food Bank distinct benefits include:

- Increased food security through the distribution of shelf-stable food and produce throughout Palm Beach County.
- Increased disbursement of produce grown in Palm Beach County through farmers’ food recovery.
- Increased nutrition education among Palm Beach County residents through referral to the Health Department of Palm Beach County registered dietitians.
- Increased healthy cooking skills by providing space for on-site dietitian- led cooking demonstrations for clients participating in the Mobile Pantry (some clients may be enrolled in SNAP).
- Reduce food waste and increase food access to Palm Beach County residents.
- Help establish a consistent and reliable data tracking system in Palm Beach County.

Project Outputs/Deliverables

- Increase food security by distributing food throughout Palm Beach County using mobile unit.
- Decrease food waste and increase Palm Beach County farmers’ food recovery.
- Increase nutrition education by referring residents to Health Department of Palm Beach County Registered Dietitians and providing space for on- site dietician-led cooking demonstrations for clients participating in the Mobile Pantry (some clients may be enrolled in SNAP).
- Frequent and consistent participation in the Community Services Department Food and Nutrition Services Program meetings.
- Food Bank team members will support partner pantries by training pantry staff to register visitors in the OSCARSS system and to scan visitors’ OSCARSS ID cards at each pantry visit, ensuring accurate client tracking and reporting.
- Add additional nutrition content to the Palm Beach County Food Bank website, including but not limited to low cost, nutritious recipes and virtual cooking demonstrations.

Project Timeline

The general phases will include:

- **Phase 1: Mobilization (October-November 2025):** Secure partnerships, establish program infrastructure and OSCARSS database, recruit staff, and develop outreach materials (as needed).
- **Phase 2: Program Launch and Ongoing Operations (Remaining Project Duration):** Commence program participant enrollment, and other available Food Distribution and Nutrition Services. Connect with farmers for food recover and distribution. Provide on- site cooking demonstrations.

Change Control

Any modifications to the project scope, timeline, or budget will require a written change order approved by both parties in accordance with Article 31 – Modifications of Work.

Funding for the term of the project will provide:

A Program Coordinator to coordinate all aspects of the food distribution program, including but not limited to program promotion, program enrollment, and referrals to the Health Department of Palm Beach County registered dietician.

A Truck Driver to deliver food to the distribution sites.

Perishable and non-perishable food for regular and medically-tailored food boxes.

Needed equipment for mobile unit program enrollment and QR code tracking, as well as food procurement, storage, preparation and delivery.

Number of Unduplicated Clients Served through this program: 1,300 annually

Number of pantries to be added to OSCARSS: 100

EXHIBIT B-1

FY 2026-2027 UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Palm Beach County Food Bank, Inc.
Program Name: Food & Nutrition Services Program

Description	Unit Cost	FY 2026	FY 2027	Total Contract Amount
Food & Nutrition Services Program: This an actual cost reimbursement contract. Actual costs (either list the categories/items specifically or reference “as listed in the Scope of Work”) will be reimbursed based on proof of payments via receipts, cashed checks or agency general ledger.	Actual cost	\$1,732,411	\$1,269,466	\$3,001,877

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested via desk and/or on-site monitoring on a periodic basis.

2025 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# N12000000667

Entity Name: PALM BEACH COUNTY FOOD BANK, INC.

Current Principal Place of Business:

701 BOUTWELL ROAD
SUITE A-2
LAKE WORTH BEACH, FL 33461

Current Mailing Address:

701 BOUTWELL ROAD
SUITE A-2
LAKE WORTH BEACH, FL 33461 US

FEI Number: 90-0788707

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GROOVER, MICHAEL A
701 BOUTWELL ROAD
SUITE A-2
LAKE WORTH BEACH, FL 33461 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MICHAEL A. GROOVER 07/30/2025
Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title IMMEDIATE PAST CHAIR
Name LATOUR, MARTI
Address 1320 N. OCEAN BLVD.
City-State-Zip: DELRAY BEACH FL 33483

Title VC
Name BASORE, STEPHEN
Address 2305 CYPRESS LANE
City-State-Zip: BELLE GLADE FL 33430

Title DIRECTOR
Name ACELLO, EILEEN
Address 8571 WHISPERING OAK WAY
City-State-Zip: WEST PALM BEACH FL 33411

Title CHAIRMAN
Name BOLTON, NANCY
Address 2512 SAN PIETRO CIRCLE
City-State-Zip: PALM BEACH GARDENS FL 33410

Title DIRECTOR
Name PUCILLO, DEBORAH
Address 224 DUNBAR ROAD
City-State-Zip: PALM BEACH FL 33480

Title TREASURER
Name O'CONNELL, ROBERT
Address 17847 HEATHER RIDGE LANE
City-State-Zip: BOCA RATON FL 33498

Title DIRECTOR
Name RABINOWITZ, SUSAN
Address 11741 SW CORONADO SPRINGS DRIVE
PORT ST. LUCIE
City-State-Zip: PORT ST. LUCIE FL 34987

Title SECRETARY
Name DAGGS, DORIAN
Address 100 VALENCIA BLVD.
City-State-Zip: JUPITER FL 33458

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL A GROOVER CFO 07/30/2025
Electronic Signature of Signing Officer/Director Detail Date

Officer/Director Detail Continued :

Title DIRECTOR
Name DAUM, JULIE
Address 1000 PALM WAY ROAD
City-State-Zip: NORTH PALM BEACH FL 33408

Title CFO
Name GROOVER, MICHAEL
Address 701 A-2 BOUTWELL
SUITE A-2
City-State-Zip: LAKE WORTH FL 33461

Title DIRECTOR
Name BACCAGLINI, WILLIAM
Address 914 FOXPOINTE CIRCLE
City-State-Zip: DELRAY BEACH FL 33445

Title DIRECTOR
Name PATRON, IVY
Address 8600 NW 36TH ST.
SUITE 800
City-State-Zip: DORAL FL 33166

Title CEO
Name KENDALL , JAMIE
Address 701 A-2 BOUTWELL
SUITE A-2
City-State-Zip: LAKE WORTH FL 33461

Title DIRECTOR
Name SCHWARTZ, ERIC
Address 12991 NOETH NORMANDY WAY
City-State-Zip: PALM BEACH GARDENS FL 33410

Title DIRECTOR
Name GREEN, ALBERT
Address 10611 ST. ANDREWS ROAD
City-State-Zip: BOYNTON BEACH FL 33436

Title DIRECTOR
Name CECERE, JESSICA
Address 11568 LANDING PLACE
City-State-Zip: NORTH PALM BEACH FL 33408



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2025

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 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 776-0660	FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : AmGUARD Insurance Company	
	INSURER B : Scottsdale Indemnity Company	
INSURED Palm Beach County Food Bank, Inc. 701 Boutwell Rd, Suite A-1 and A-2 Lake Worth, FL 33461	NAIC #	
	42390	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		C1GP608126	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefit \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		C2GP605538	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		C3GP603287	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PERSONAL & ADV \$ 3,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			EKI3580694	7/1/2025	7/1/2026	Per Claim 3,000,000
A	General Liability			C1GP608126	7/1/2025	7/1/2026	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are Additional Insured with respects to the General Liability per form # GL 108 02 FL 01 19 and with respects to the Auto Liability per form # BA 108 01 FL 01 19. Umbrella will follow form. All coverages as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Human Servies / Community Services Department 810 West Datura Street West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Nelsa Marcus</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2025

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 Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623		CONTACT NAME: PHONE (A/C, No, Ext): (888) 627-4735 E-MAIL ADDRESS: PEO_WorkComp@paychex.com		FAX (A/C, No):
INSURED Paychex PEO Holdings, LLC Alt. Emp: PALM BEACH COUNTY FOOD BANK INC 911 Panorama Trail South Rochester NY 14625		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American Zurich Insurance Company		40142
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 20319330 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 12-68-329-05	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/22/2025	06/01/2026	Client# 70219342-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to: PALM BEACH COUNTY FOOD BANK INC, 701 A-2 Boutwell Ste A-2, Lake Worth Beach FL 33461

CERTIFICATE HOLDER

CANCELLATION

PALM BEACH COUNTY FOOD BANK INC 701 A-2 Boutwell Ste A-2 Lake Worth Beach FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mary Storti

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ACORD 25 (2016/03)

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FIRST AMENDMENT TO INTERLOCAL CONTRACT

THIS FIRST AMENDMENT TO INTERLOCAL CONTRACT (Amendment) is made on this 3rd day of February, 2026, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Florida Department of Health Palm Beach County**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-3502843**.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on September 16, 2025, the above-named parties entered into an Interlocal Contract (R2025-1233) (the Contract), in an amount not to exceed \$642,620 to provide Food and Nutrition services; and

WHEREAS, the parties desire to increase the Interlocal Contract by \$174,846, for a new total not to exceed amount of \$817,466; and

WHEREAS, the need exists to amend the Contract in accordance with the terms set forth below.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract is hereby amended as follows:

- I. The foregoing recitals are true and correct, and incorporated herein by reference.
- II. **EXHIBIT A** is hereby replaced in its entirety by **EXHIBIT A-1**, attached hereto and incorporated herein by reference.
- III. The first, second and third paragraph in **ARTICLE 4 –PAYMENTS TO AGENCY** is amended to read as follows:

The COUNTY shall pay to the AGENCY for services rendered under this Interlocal Contract not to exceed a total amount of **EIGHT HUNDRED AND SEVENTEEN THOUSAND, FOUR HUNDRED AND SIXTY-SIX DOLLARS AND ZERO CENTS (\$817,466) OVER A TWO-YEAR PERIOD, OF WHICH THREE HUNDRED AND NINE THOUSAND, SIX HUNDRED AND TWENTY-FIVE DOLLARS AND ZERO CENTS (\$309,625.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIVE HUNDRED AND SEVEN THOUSAND, EIGHT HUNDRED AND FOURTY-ONE DOLLARS AND ZERO CENTS (\$507,841.00) IN EACH SUBSEQUENT FY FOR THE TERM OF THIS CONTRACT.**

The AGENCY will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT – B-1** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT – B-1**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer, or their designee.

- IV. **EXHIBIT B** is hereby replaced in its entirety by **EXHIBIT B-1**, attached hereto and incorporated herein by reference.
- V. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Sara Baxter, Mayor

AGENCY:
Florida Department of Health Palm Beach
County

BY:

Signed by:
Dr. Jyothi Gunta
9D0422B1DBF64E0...

Authorized Signature

Dr. Jyothi Gunta

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:

Signed by:
Jessica Baker Rosenthal
A2EF4B6BAAF6427...

Assistant County Attorney

BY:

Signed by:
Taruna Mallotra
73C83F78AFFD4B2...

Department Director

FY 2026-2027 SCOPE OF WORK AND SERVICES

Agency: Florida Department of Health Palm Beach County (FDOH)
Project Name: Food and Nutrition Services Program
Location: Palm Beach County
Focus Population: Low-income Palm Beach County residents who are food insecure

Overview

The Florida Department of Health (FDOH) Palm Beach County Food and Nutrition Services Program is designed to improve access to healthy food, nutrition education, and supportive services for low-income residents of Palm Beach County. The program achieves this goal by offering comprehensive nutrition services delivered by registered dietitians, including individualized nutrition counseling and education. In addition, the program provides on-site, dietitian-led cooking demonstrations for clients enrolled in the Supplemental Nutrition Assistance Program (SNAP), with a focus on healthy meal preparation, food budgeting, and practical cooking skills. To further address food insecurity, the program also connects eligible clients to the Palm Beach County Food Bank through referrals for Mobile Unit Food Distribution services, ensuring participants have consistent access to nutritious food resources within their communities.

The FDOH distinct benefits include:

- Increased nutrition education for Palm Beach County residents through nutrition education individual and group sessions, provided by Health Department of Palm Beach County registered dietitians.
- Increased healthy cooking skills by on-site dietician-led cooking demonstrations for clients enrolled in SNAP.
- Increased food security through referrals to Palm Beach County Food Bank Mobile Unit Food Distribution Services.

Services:

- Increase nutrition education through nutrition education individual and group sessions, provided by FDOH registered dietitians.
- Increase healthy cooking skills by providing on-site dietician-led cooking demonstrations for clients enrolled in SNAP.
- Increase food security through referrals to Palm Beach County Food Bank Mobile Unit Food Distribution Services.
- Frequent and consistent participation in the Community Services Department Food and Nutrition Services Program meetings.
- Coordinator will register clients in OSCARSS for the Food Distribution and Nutrition classes at each of the Food Distribution sites.

Project Timeline

The general phases will include:

- **Phase 1: Mobilization (October-November 2025):** Secure partnerships, establish program infrastructure and OSCARSS database, recruit staff, and develop outreach materials (as needed).
- **Phase 2: Program Launch and Ongoing Operations (Remaining Project Duration):** Commence program participant enrollment, and other available Food Distribution and Nutrition Services. Connect with farmers for food recover and distribution. Provide on- site cooking demonstrations.

Change Control

Any modifications to the project scope, timeline, or budget will require a written change order approved by both parties in accordance with Article 31 – Modifications of Work.

Funding for the term of the project will provide:

A Registered Dietician to provide individual and group nutrition education sessions. Supervision and clerical support for the Registered Dietician.

Needed program related materials and travel expenses.

Number of Unduplicated Clients Served through this program: 300 annually

EXHIBIT B-1

FY 2026-2027 UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Florida Department of Health Palm Beach County

Program Name: Food and Nutrition Services Project

Description	Unit Cost	FY 2026	FY 2027	Total Contract Amount
Food and Nutrition Services Project: This an actual cost reimbursement contract. Actual costs (either list the categories/items specifically or reference “as listed in the Scope of Work”) will be reimbursed based on proof of payments via receipts, cashed checks or agency general ledger.	Actual cost	\$309,625	\$507,841	\$817,466

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested via desk and/or on-site monitoring on a periodic basis.

**STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE**

General Liability
Certificate of Coverage

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Expiration Date: July 1, 2026

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage—Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent.—The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) Event of Occurrence
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) Notice of Claim or Suit
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) Assistance and Cooperation of the Insured
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

- I. Coverages**
- A. Coverage A - Workers' Compensation**
To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.
- B. Coverage B - Employer's Liability**
To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.
- II. Defense, Settlement, Supplementary Payments**
As respects the insurance afforded by the other terms of this certificate, the Fund shall:
- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.
- III. Definitions**
- (a) **Workers' Compensation Law** - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) **State** - Any state or territory of the United States of America and the District of Columbia.
- (c) **Bodily Injury by Accident - Bodily Injury by Disease** - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
- (d) **Assault and Battery** - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.
- IV. Applications of Coverage**
This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.
- V. Exclusions**
This certificate does not apply under Coverage B:
- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- VI. Conditions:**
- A. Premium**
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.