

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2006

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Toward a More Perfect Union, Inc. for the period August 15, 2006, through June 30, 2007, in an amount not-to-exceed \$31,000 for funding of the Community Youth Program.

Summary: This funding is to assist with the cost of Toward a More Perfect Union, Inc.'s Community Youth Program, which encourages teenagers to use creative arts and problem solving techniques to contribute to the well-being of others in their communities. The Community Youth Program serves approximately 100 youth. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to April 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 2 (\$6,000) and District 4 (\$25,000). Countywide (AH)

Background and Justification: Toward a More Perfect Union, Inc. (TMPU) is a not-for-profit agency that was formed to address the issues of race relations and diversity in Palm Beach County. TMPU has developed the Community Youth Program to expand opportunities for middle and high school students to participate in after-school recreational, cultural, and community activities through its Teen Study Circles/Through a Creative Lens program. This program, which is offered at various locations throughout the County, encourages participants to use creative arts and problem solving techniques for the well-being of others and their communities.

The total annual budget for the Community Youth Program is approximately \$200,000 for contractual services, personnel costs, operational expenses, equipment/materials/supplies, travel, indirect costs, and other miscellaneous expenses relating to the program. The RAP funding from District 2 and District 4 will offset \$31,000 of the total annual budget. The Agreement has been executed on behalf of Toward a More Perfect Union, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

7/18/06
Date

Approved by: 
Assistant County Administrator

7/27/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2006 | 2007 | 2008 | 2009 | 2010 |
|--|----------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>31,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>31,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R902 and R904
 Object 8201 Program N/A

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

Recreation Assistance Program

| | | |
|------------|------------------------|-----------------|
| District 2 | 3600-583-R902-060-8201 | \$6,000 |
| District 4 | 3600-583-R904-056-8201 | <u>\$25,000</u> |
| | | \$31,000 |

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

John Dant 7-25-06
 OFMB
 7/26/06
 B. Legal Sufficiency: msf 7-24-06 MM 7-21-06 7/26/06
John J. Jacolant 7/26/06
 Contract Development and Control

Anne Delgant 7/27/06
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND TOWARD A MORE PERFECT UNION, INC. FOR THE COMMUNITY YOUTH PROGRAM

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Toward a More Perfect Union, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "TMPU".

WITNESSETH:

WHEREAS, TMPU is a not-for-profit organization formed to address issues of race relations and diversity in Palm Beach County; and

WHEREAS, TMPU has developed the Community Youth Program (CYP) to expand opportunities for middle and high school students to participate in after-school recreational, cultural, and community activities by expanding its existing Teen Study Circles/Through a Creative Lens program; and

WHEREAS, program facilitators encourage teenagers to use creative arts and problem solving techniques to contribute to the well-being of others and their communities; and

WHEREAS, CYP is offered at various locations throughout the County, resulting in diverse groups of approximately one hundred (100) participating students; and

WHEREAS, the total annual budget for the CYP program is over \$200,000; and

WHEREAS, TMPU has requested \$31,000 from County to offset CYP program costs for contractual services, personnel costs, operational expenses, equipment/materials/supplies, travel, indirect cost, and other miscellaneous expenses related to the CYP program; and

WHEREAS, County desires to provide funding to assist TMPU with costs for the CYP program; and

WHEREAS, funding to assist TMPU with said CYP program costs in an amount not to exceed \$31,000 is available from the Recreation Assistance Program - District 2 (\$6,000) and District 4 (\$25,000); and

WHEREAS, cultural and recreational community building and diversity programs for youth serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$31,000 to TMPU for the CYP

program for contractual services, personnel costs, operational expenses, equipment/materials/supplies, travel, indirect cost, and other miscellaneous expenses related to the CYP program, as listed above and/or as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to TMPU on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by TMPU. Said information shall list each invoice paid by TMPU and shall include the vendor invoice number; invoice date; and the amount paid by TMPU along with the number and date of the respective check and/or proof of payment for said payment. TMPU shall attach a copy of each vendor invoice paid by TMPU along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, TMPU's Program Administrator and Project Financial Officer shall certify the total funds spent by TMPU on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by TMPU and approved by TMPU as indicated.

3. TMPU incurred expenses for the Project beginning on April 1, 2006. Those costs incurred by TMPU for the Project approved and submitted accordingly by TMPU subsequent to April 1, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but TMPU may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. TMPU warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. TMPU agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. TMPU shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until June 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event TMPU is in default of its obligations under this Agreement, the County shall provide TMPU thirty (30) days written notice to cure the default. In the event TMPU fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by TMPU for the Project deemed to be in default and TMPU shall return any County RAP funds already collected by TMPU for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. TMPU shall complete the Project by March 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2006 through March 31, 2007. TMPU shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 30, 2007. Upon written notification to County at least ninety (90) days prior to that date TMPU may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny TMPU's request for said extension.

12. In the event TMPU ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by TMPU. The determination that TMPU has ceased or suspended the Project shall be made by County and TMPU agrees to be bound by County's determination.

13. TMPU agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by TMPU. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that TMPU is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, TMPU shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of TMPU, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also apply for the period prior to the Agreement for which TMPU is eligible to receive reimbursement from the County.

16. TMPU shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review of acceptance of insurance maintained by TMPU are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by TMPU under the Agreement.

Commercial General Liability. TMPU shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. TMPU shall provide this coverage on a primary basis.

Automobile. TMPU shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by TMPU or by anyone employed by or contracting with TMPU. Should TMPU use independent bus companies for transportation, it shall require such company or

companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include TMPU and Palm Beach County as Additional Insured.

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

Additional Insured. TMPU shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." TMPU shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. TMPU 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 TMPU shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, when a condition to the policy specifically prohibits such an endorsement, or voids coverage should TMPU enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, TMPU shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor

financial condition or failure to operate legally.

17. Upon request by County, TMPU shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. TMPU shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to TMPU, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and TMPU may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, TMPU certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

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

As to TMPU:

President
TMPU
500 South Australian Avenue, Suite 645
West Palm Beach, FL 33401

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

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman, Chairman

WITNESSES:

TOWARD A MORE PERFECT UNION, INC.
FEI # 03-0379338

Dusan W. Ygn

Veronica Bennett

By: *W.M. Rothchild*

Name
EXECUTIVE DIRECTOR

Title
W.M. Rothchild

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Dennis L. Eshleman*

Dennis L. Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Toward a More Perfect Union, Inc.**
Mailing Address: 500 South Australian Avenue, Suite 645
West Palm Beach, FL 33401

Federal Employer Identification Number: 03-0379338

Name of President: Elivio Serrano

Name of Executive Director: William H. Rothchild, ACSW

Project/Project Liaison Information:

Name: Lauren Kanter
Telephone #: 561-832-3336, Ext. 3
Fax #: 561-659-4924
e-mail: LaurenTMPU@aol.com

Purpose/Mission of Agency:

To unite our community through civic participation and open dialogue that leads to constructive action on race and ethnic relations, promoting human dignity and creating opportunity for all.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **Community Youth Program**

2. Project/ Program Description

- General (Project Scope):

TMPU will continue to expand opportunities for middle and high school students to participate in after-school recreational, cultural, and community activities by building on its existing Teen Study Circles/Through a Creative Lens program. Youth will use dialog, creative arts, and problem solving to contribute to the well-being of others and their communities.

- Public Purpose and Recreational/Cultural Elements:

In collaboration with various after school and other community programs, diverse groups of students will get together to enjoy snacks and have some fun, while considering serious issues, learning to work together to solve problems, and expressing their thoughts and ideas through creative arts and community projects. The young people will meet in "Study Circles" to discuss issues affecting their peers, schools, and communities while learning to use the media to express their ideas. At the end of each series, they will plan and complete creative arts, media, and/or community service projects around problems or issues they wish to address as a result of their Study Circle dialogues.

- Location:

Activities will take place in various locations throughout Palm Beach County, primarily in after-school programs and schools.

- Anticipated Number of Participants/Users:

Direct participation of a minimum of 100 youngsters is planned. The true impact of the program will be made, though, on literally thousands of Palm Beach County youth and adults who will benefit from the teens' problem-solving efforts, and enjoy and learn from their creative arts and media projects.

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/amounts.

Contractual Services
 Personnel Costs
 Operational Expenses
 Equipment, Materials, & Supplies
 Travel
 Indirect Costs

4. Estimated Lump Sum Total for Project/Program \$ 31,000

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame. 4/1/06 to 3/31/07
 month/day/year month/day/year

(Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:
 Certificate of Insurance X

7. Additional Comments if desired:

Amount of Recreation Assistance Program Funding awarded \$ 31,000
 District 2 (\$6,000)
 District 4 (\$25,000)
 (filled in by County)



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

_____ Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

| Item | Key | Project Costs This Submission | Cumulative Project Costs |
|---------------------------------------|-----|----------------------------------|-----------------------------|
| Contractual Services | (C) | _____ | _____ |
| Salary & Wages (% of salaries) | (S) | _____ | _____ |
| Materials, Supplies, Direct Purchases | (M) | _____ | _____ |
| Equipment | (E) | _____ | _____ |
| Travel | (T) | _____ | _____ |
| Indirect Costs | (I) | _____ | _____ |
| TOTAL PROJECT COSTS | | ===== | ===== |

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

| | | |
|-----------------------------------|----|-------|
| County Funding Participation | \$ | _____ |
| Total Project Costs To Date: | \$ | _____ |
| County Obligation To Date | \$ | _____ |
| County Retainage (_____ %) | \$ | _____ |
| County Funds Previously Disbursed | \$ | _____ |
| County Funds Due this Billing | \$ | _____ |

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date

From: Tmpu

5616594924

06/28/2006 14:10

#287 P.002/003

From: Yordanka De Los Santos At: Newman Insurance Agency FaxID: 954-963-8519 To: Toward

Date: 6/28/2006 01:57 PM Page: 2 of 3

| | | | |
|---|--|---|-------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | OP ID YD TOWAAMO | DATE (MM/DD/YYYY) 06/28/06 |
| PRODUCER Newman Insurance Agency, Inc. 5700 Stirling Road Hollywood FL 33021- Phone: 954-963-9626 INSURED Toward A More Perfect Union 700 S. Dixie Highway Ste.202 West Palm Beach FL 33401 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Hartford Insurance Company | |
| | | INSURER B: Summit Consulting, Inc. | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR (INSRD) | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------------------------|---|---------------|----------------------------------|-----------------------------------|---|
| A X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 21SBARM7685 | 02/01/06 | 02/01/07 | EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | SAME | 02/01/06 | 02/01/07 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000 | SAME | 02/01/06 | 02/01/07 | EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | 4185000 | 06/15/06 | 06/15/07 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000 |
| A | Property Section | 21SBARM7685 | 02/01/06 | 02/01/07 | BPP 30,000 1000ded. 5% wind ded |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 10 days cancellation notice for non-payment
 Certificate Holder is named as additional insured in respects to liability coverage.

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| PALMCOU Palm Beach County c/o Parks & Recreation Department Administrative Support Manager 2700 6th Avenue Lake Worth FL 33461 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Jeffrey M Newman</i> |

From: TPU

5616594924

06/28/2006 14:11

#287 P.003/003

From: Yordanka De Los Santos At: Newman Insurance Agency FaxID: 954-963-8519 To: Toward

Date: 6/28/2006 01:57 PM Page: 3 of 3

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.