# **DOCUMENT ROUTING FORM (**

3/2/4/14 0

NAME OF DOCUMENT: CONTRACT WITH THREE-H LEARNING CENTER, INC. D/B/A FLORIDA YOUTH CONSERVATION CORPS FOR REPAIRS AND REPLACEMENT IN PUBLIC RIGHT-OF-WAY RELATING TO UTILITY MAINTENANCE - \$250,000.

Approved Comm. Mtg. on	JAN 22, 2014	CAM# 14-002	5 ITEM: 🔀 PUR-3
Routing Origin: 🛛 CAO	Also attached:	⊠ copy of CAM	⊠copy of document
On 1/23/13, LB forwarded t	o: ELIZABETH CO	OHEN, PROCUREME	
1.) Approved as to Content Please Check the proper be 2.) Approved as to Funds Amount Required by Contra Dept./Div.	Department Director  DX: CIP FUNDED Capital Improvement Available: by Ainance act/Agreement \$	YES NO ALLUNG FOR Brieder	Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.  Date: 1/23/14  Funding Source: 44  Project # 45  Project # 55  Proj
3.) City Attorney's Office: A	pproved as to Forr Carrie S	•	h to City Mgr. By: CARRIE SARVER
4.) Approved as to content:	Assistant City Ma	nager:	14.4 4011 1
By: Stanley Hawthorne, Assistan	nt City Manager	By:Susanne Torrier	nte, Assistant City Manager
5.) City Manager: Please si 6. Mayor Sign 9.) To City Clerk for attesta	gn as indicated an ' as indicated ' tion and City seal.	d forward 3 originals of 4 forward 3 o	of each to Gity-Clerk.  MigiNals to City Cherk.
	<u>INSTRUCTI</u>	ONS TO CLERK'S O	FFICE
(a) City Clerk: retains one o		cument and forwards 2	coriginal documents of each to:
		:	

/3,

⊠Original Route form to Linda Blanco, CAO

#### <u>AGREEMENT</u>

THIS IS AN AGREEMENT, entered into on January 22, 2014, by and between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City"

and

THREE-H LEARNING CENTER, INC., a not for profit 501(c) 3 corporation organized under the laws of Florida, whose principal place of business is 36546 Thornhaven Lane, Dade City, Florida 33523, referred to as "THREE-H."

WHEREAS, by motion at its meeting of Lauderdale, FL authorized the proper officials of the City to execute this Agreement; and

WHEREAS, pursuant to Section 255.60, Florida Statutes, the City is authorized to contract with charitable youth organizations for public services work not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) without competitive bidding; and

WHEREAS, THREE-H crew teams are to perform regularly scheduled and specific maintenance activities as described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, both parties wish to enter into this Agreement;

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

- 1. <u>CONTRACT AMOUNT</u>: Work completed under this Agreement will not exceed Two Hundred Fifty Thousand dollars (\$250,000.00) during the term specified below. The hourly billing rate schedule and method of compensation for THREE-H is attached as Exhibit "B" to this Agreement.
- 2. <u>TERM:</u> The term of this Agreement shall be for one (1) year beginning on the date of execution of this Agreement by both parties. The services THREE-H renders shall commence upon written notice from the City of Fort Lauderdale's Contract Administrator and shall be completed by the date specified in each Work Order issued or the date of termination, whichever occurs first.

#### 3. <u>RENEWALS:</u>

- (a) This Agreement may be renewed on an annual basis for a period not to exceed four (4) years after the initial Agreement.
- (b) Renewals shall be contingent upon satisfactory performance evaluations by the City and subject to the availability of funds.
- (c) Any renewal shall be in writing and executed by both parties.
- 4. <u>EXTENSIONS</u>: In the event that circumstances arise which make performance by THREE-H impracticable or impossible within the time allowed or which prevent a new contract from being executed, the City, in its discretion, may grant an extension of this Agreement with the following conditions:
  - (a) An extension of this Agreement shall be in writing and shall be for a period not to exceed six (6) months.
  - (b) An extension shall be subject to the same terms and conditions set forth in this Agreement.
  - (c) There shall be only one (1) extension per year of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond THREE-H's control.
  - (d) It shall be THREE-H's responsibility to ensure at all times that sufficient time remains in the Project Schedule to complete services on the project. In the event that delays have occurred that would affect the project completion date, THREE-H shall submit a verbal request for approval followed by a written request to the City that identifies the reason(s) for the delay and the amount of time related to each reason. The City shall review the request and make a determination as to whether it shall grant all or part of THREE-H's request for an extension. Such approval will not be unduly withheld.

#### 5. <u>SCOPE OF WORK:</u>

- (a) The City shall prepare individual Work Orders specifying activities/work projects and estimated quantities per location and required completion dates per location. Before THREE-H begins work pursuant to the Work Order, the City shall orient THREE-H supervisors regarding location, technical aspects, safety, and environmental considerations.
- (b) THREE-H shall complete all work as defined in each Work Order within ten (10) business days.
- (c) Separate Work Orders will be issued for non-concurrent sites more than One

- Thousand (1,000) feet apart.
- (d) THREE-H shall determine the work schedule and submit the schedule to the City for review and discussion. Work Orders assigned should cover tasks spanning at least ten (10) business days.
- (e) All works performed under this Agreement shall be in accordance with the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, and any revisions thereto. The City will provide THREE-H a copy of the CONSTRUCTION STANDARDS AND SPECIFICATIONS prior to the issuance of any Work Orders. Where conflicts exist, the terms and conditions of this Agreement will prevail.
- (f) Upon completion of each work assignment, the City shall inspect the site to determine whether the work is satisfactory or unsatisfactory. THREE-H shall correct any work determined by the City to be unsatisfactory within two (2) business days of notification to THREE-H, at no additional cost to the City.
- (g) Upon notification to the City, THREE-H shall be responsible to correct any defective or faulty work or materials that may appear within thirty (30) business days after completion of the assignment and receipt of final payment.
- (h) All labor shall be performed exclusively by THREE-H at-risk youth and their direct supervisors.
- (i) THREE-H agrees that it has instituted a drug-free workplace program substantially in compliance with the provisions of Florida Statute 287.087 (2008).

#### 6. <u>NON-COMPLETION:</u>

- (a) Failure of THREE-H to complete assigned work within ten (10) business days shall be just cause for the City to assess damages in the amount of five percent (5%) of the appropriate charges per day, as described in Exhibit "A", attached hereto. Such damages shall be considered, not as a penalty, but as liquidation of damages sustained. In the case of inclement weather or equipment failure, THREE-H will follow the procedure set forth above in Section 4(d).
- (b) In the event THREE-H does not complete the work by the required completion date, THREE-H shall provide to the City written justification of why the work assignment is not complete and a plan of action describing in detail how the crew will perform the work in a timely manner for subsequent

#### Work Orders.

# 7. <u>EQUIPMENT:</u>

- (a) THREE-H will provide all labor, material, and equipment, as necessary and appropriate to perform the required work, including the maintenance of traffic, in accordance with the current editions of FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards.
- (b) THREE-H shall provide safety equipment to its crew including vests and all personal items of clothing appropriate for the season of the year.
- 8. <u>DAMAGE</u>: In the event of damage to the City of Fort Lauderdale property caused directly or indirectly by THREE-H or its agents and/or employees' negligence, acts or omissions, THREE-H shall replace or repair the City of Fort Lauderdale property to its previous condition.
- 9. <u>PERMITS/LICENSES</u>: THREE-H shall be responsible for obtaining all permits, licenses, approvals, and clearances necessary for the completion of the assigned work from any agency having jurisdiction. Reasonable time will be allowed for THREE-H to obtain the necessary permits. No permits will be required for assigned work that is located on City property or within the City's rights-of-ways or easements.

#### 10. THREE-H EMPLOYEES/CREW:

- (a) THREE-H shall ensure that Crew In Training, (hereinafter referred to as "CIT"), supervisors, and necessary administrative support are provided to accomplish the work as detailed in the Work Orders.
- (b) THREE-H shall ensure that its supervisors are familiar with the provisions of this Agreement.
- (c) THREE-H shall make its supervisors available for instruction by the City regarding the City procedures before assignment to a CIT.
- (d) THREE-H shall ensure that its supervisors and CIT's shall follow all the City ordinances, rules, regulations, policies, and procedures pertaining to the performance of assigned work.
- (e) The City may, immediately upon notification to THREE-H, cancel any Work Order when a supervisor and/or CIT team member fails to follow the City's ordinances, rules, regulations, policies, and procedures pertaining to the

- performance of the assigned work and no corrective measure has been made by THREE-H.
- (f) THREE-H shall ensure that, to the maximum extent possible, it will assign the same CIT's to the same teams on a day-to-day basis in order to maximize the effectiveness of prior instructions by the City.
- (g) THREE-H shall provide CIT's with a Certificate of Completion of the Youth Work Experience Program to each CIT who has successfully completed 480 individual work hours in the Youth Work Experience Program. The Certificate of Completion may, at the discretion of the City, be signed by a representative of the City and the signing authority for the THREE-H.
- (h) THREE-H shall provide medical treatment for its supervisors and CIT's injured on the job. The City shall not be responsible for providing any medical treatment.
- (i) THREE-H shall arrange transportation for CIT's and supervisors to the job sites. The City shall not be responsible for arranging and/or providing transportation to job sites.
- (j) Both parties agree that THREE-H, its employees, CIT's, staff, and representatives are not agents or employees of the City as a result of this Agreement.
- (k) For training purposes, THREE-H may add or remove CIT's from the crew on a periodic basis.
- 11. <u>COMPENSATION:</u> City shall pay THREE-H for services rendered in accordance with the Method of Compensation as described in Exhibit "B," attached hereto and made a part hereof.

#### 12. LIABILITY:

(a) To the extent permitted by law, THREE-H shall indemnify, defend, save and hold harmless the City and all of its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to the performance or breach of the Agreement by THREE-H or its agents or employees or due to any negligent act, or occurrence of omission or commission of the THREE-H, its agents or employees. Neither THREE-H nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the City or any of its

officers, agents, or employees.

- (b) THREE-H hereby assumes full responsibility for any risk of bodily injury, death or property damage to its supervisors, CIT's and other employees, agents, and representatives while in or on City property, while traveling to and from the job sites and while performing the work of this Agreement.
- (c) The City shall immediately forward any third party claim or notice received for damages that may have been caused by THREE-H in the performance of services required under this Agreement. THREE-H and the City will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the City will determine whether to require the participation of the THREE-H in the defense of the claim or to require that the THREE-H defend, at its sole cost and expense, any legal claim or proceeding instituted by any person against the City in such claim as described in this section.
- 13. <u>AUDIT AND RETENTION OF RECORDS</u>: City shall have the right to audity the books, records, and accounts of THREE-H. THREE-H shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. THREE-H shall allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by THREE-H in conjunction with this Agreement. THREE-H's failure to grant such access shall be grounds for immediate termination of this Agreement by the City.

#### 14. <u>TERMINATION:</u>

- (a) The City may terminate this Agreement with or without cause, in whole or in part, at any time. The City shall be the sole determining agent in deciding what is in its best interest.
- (b) THREE-H may terminate this Agreement by giving thirty (30) calendar days written notice to the City of Fort Lauderdale. Said notice shall be sufficient if delivered personally or by certificated mail to the addresses contained herein. In case of such termination, THREE-H shall be compensated according to the terms of the Agreement for work satisfactorily completed.

#### 15. NOT FOR PROFIT CORPORATE STATUS:

(a) THREE-H acknowledges that a "not for profit 501 (c) 3" corporate status is a condition precedent to the formation of this Agreement and hereby represents and warrants that, as of the date of the execution of this Agreement, it is a

duly organized Florida "not for profit 501 (c) 3" corporation which is current and in full compliance with the various requirements of Chapter 617, Florida Statutes. THREE-H further warrants that it shall continue to maintain such "not for profit 501 (c) 3" corporate status for the term of this Agreement and any extensions thereof.

- (b) THREE-H agrees to provide the City, simultaneously with its execution of this Agreement, an original Certificate of Status, dated as of or after the date of THREE-H's execution of this Agreement and issued by the State of Florida, as provided in Section 617.0128, Florida Statutes as well as confirmation of its 501 (c) 3 status. The failure of THREE-H to fully comply with the terms of this section of the Agreement shall be grounds for immediate termination of this Agreement by the City.
- 16. <u>INSURANCE</u>: The parties agree to the following provisions pertaining to insurance:
  - (a) <u>Liability:</u> THREE-H shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence to be rendered in accordance with this Agreement. Three-H shall provide to the City a certificate(s), addressed to the City, showing the required coverages to be in effect. The City will be named as an additional insured on this certificate.
  - (b) <u>Workers' Compensation:</u> THREE-H shall also carry and keep in force Workers Compensation insurance as required for the State of Florida under the Workers' Compensation Law. THREE-H shall provide to the City a certificate(s), addressed to the City, showing the required coverage to be in effect.
- 17. <u>MODIFICATION/ASSIGNMENT:</u> This Agreement may not be modified or assigned without written agreement of both the parties.
- 18. <u>NON-DISCRIMINATION:</u> THREE-H shall not discriminate against any individual associated with this Agreement due to race, religion, sex, color, ancestry, age, physical handicap, or national origin, or political affiliation and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, religion, sex, color, ancestry, age, physical handicap, or national origin, or political affiliation.
- 19. <u>PRIOR AGREEMENTS:</u> This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings

applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration of this Agreement shall be effective unless contained in a written document in accordance with Section 17 above.

- 20. <u>NOTICES:</u> All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same may be served as follows:
  - (a) By certified mail, return receipt requested, to the following:

The City: City of Fort Lauderdale

**Public Services Department** 

949 NW 38th Street

Fort Lauderdale, Florida 33309

With a Copy to: City Attorney Office

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301

THREE-H: Three-H Learning Center, Inc.

36546 Thornhaven Lane Dade City, Florida 33423 ATTN: Executive Director

- 21. <u>SEVERABILITY:</u> It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- 22. <u>COMPLIANCE WITH LAWS</u>: THREE-H shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- 23. <u>APPLICABLE LAW AND VENUE</u>: The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida, and that all litigation shall take place in the Southern District in and for the State of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

[Witness print/type name]

Micanal South

[Witness print/type name]

CITY OF FORT LAUDERDALE,

a municipal corporation.

By: Veller

Mayor

By: LEE R. FELDMAN

City Manager

ATTEST:

JONDA K. JOSEPH

City Clerk

Approved as to form:

Assistant City Attorney

WITNESSES:	THREE-H LEARNING CENTER, INC.			
Peoro Franco [Witness print/type name]	By: Carlos Rivera Title: Vice - President			
Bullem Colom  Bupplone Colom  [Witness print/type name]	ATTEST: Secretary			
(CORPORATE SEAL)				
STATE OF FLORIDA: COUNTY OF <u>Pasco</u> : The foregoing instrument	was acknowledged before me this _9_ day of			
January , 2014, by <u>Carlos</u> <u>Vice - President</u> and <u>Secr</u>	Rivera and Rosa Colom, as retary, respectively, of Three-H Learning He/She/They is/are personally know to me or have			
(SEAL)  SOFIALEXANDRA MALDONADO	Notary Public State of Florida (Signature of Notary taking Acknowledgment)			
MY COMMISSION # FF 012879 EXPIRES: April 29, 2017 Bonded Trus Notary Public Underwriters	Sofialexandra Maldonado Name of Notary Typed, Printed Or Stamped			
	My Commission Expires: April 39, 2017  FF 012879  Commission Number			

#### **EXHIBIT "A"**

#### SUMMARY OF PROVIDED SERVICES

4" Sidewalk – New and Replacement Concrete Curb – New and Replacement Mitered Ends – New and Replacement Repair

Type A Fence – Corner Post Assembly

Type A Fence – Line Post Barbwire (Repair/Patch)

Repair

Type B Fence – Corner Post Assembly Type B Fence – Line Post Type B Barbwire Attachments (arms)

Guardrail – Repairs Standard Guardrail Guardrail – End Anchorage ET-2000 Guardrail – End Anchorage Other Guardrail – Cleaning Under

Sign Washing

Sodding

Weed and Brush Removal less than 4 inches

Tree Removal and Chipping Cleaning and Mitigation Projects

Removal of Brazilian Pepper Trees and other invasive species

Edging & Sweeping

Clean & Grub Fence Preparation (plus chipper) Small and Medium Machine Mowing

Clean Side and Cross Drains Ditch Cleaning – Concrete

Rider Mower

Provide Chipper 4" and 14"

Provide Truck Mounted Attenuator

Provide Barricades

Litter Removal Incident to Mowing/Weed Eating

Litter Removal - Stand Alone

Supply Labor

Provide Disaster Support

6" Sidewalk - New and Replacement

Sidewalk - Removal

Type A Fence – (F&l), Construction and

Type A Fence – Pull/End Post Assembly
Type A Fence – Fabric (Repair/Patch)
Type B Fence – 4'(F&l), Construction and

Type B Fence – Pull/End Post Assembly
Type B Fence – Fabric (Repair/Patch)
Type A and B Gates – Single and Double

Guardrail – Repairs Thrie Beam Guardrail – End Anchorage SRT-350

Guardrail - Reflectors F&l

Attenuator Repair

Rose Bull Nose Painting

Manual Weed Control

Pruning & Trimming existing trees

Planting Tree and Shrubs Clearing & Grubbing

Pond Cleaning Weed Eating

Pruning and Trimming Ditch Cleaning – Other

Provide Bobcat

Provide 5 C.Y. Dump Truck

Provide Back Hoe

#### **EXHIBIT "B"**

## METHOD OF COMPENSATION

- The City of Fort Lauderdale in cooperation with THREE-H shall identify and schedule specific maintenance work authorizations to be performed by THREE-H crew teams under the direct supervision of THREE-H supervisors. Specific work authorizations and locations shall be identified through the City of Fort Lauderdale Work Orders.
- 2. The negotiated prices are as follows and include any and all maintenance of traffic that may be required to complete the work:

The price for man hours is \$22.00 dollars per hour.

The mobilization fee is \$100.00 dollars per work order.

Any material provided by Three-H will have a 10% markup fee plus delivery charge if applicable.

- 3. THREE-H may invoice bi-weekly for work completed and accepted.
- 4. The total of all Work Orders shall not exceed the Contract Amount.
- 5. Upon receipt of the Contractor's Invoice, the City of Fort Lauderdale has five (5) working days to inspect and approve the goods and services, unless the Agreement specifics otherwise. The City of Fort Lauderdale has ten (10) working days to deliver a request for payment (voucher) to the City of Fort Lauderdale office in charge of making such payments. The 10 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- 6. If a payment is not made within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the City of Fort Lauderdale.

The City of Fort Lauderdale, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amount budgeted as available for expenditure during such fiscal year and as stated in Florida Statute 255.60. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the

- value of the services to be rendered or agreed to be paid in the current fiscal year.
- 7. The City of Fort Lauderdale shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral termination of this Contract.



# State of Florida

**Chief Financial Officer** Department of Financial Services **Bureau of Accounting** 200 East Gaines Street Tallahassee, FL 32399-0354

Telephone: (850) 413-5519 Fax:(850) 413-5550

### Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 65-0193322 THREE H LEARNING CENTER DBA FYCC IRS Name:

Address:

9931 OLD LAKELAND HIGHWAY

DADE CITY, FL 33525-0000

**Business Designation:** Not For Profit

#### **Certification Statement:**

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer information AND
- 2. I am not subject to backup withholding because:

- (a) I am exempt from backup withholding or
  (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or
- (c) the IRS has notified me that I am no longer subject to backup withholding AND
- 3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: BARTOLOME COLOM Preparer's Title: EXECUTIVE DIRECTOR

Phone: 352-523-2078 Email: ap@fycc.org

Date Submitted: 05/08/2013

Active Doing Business As names submitted on the Substitute Form W-9:

FLORIDA YOUTH CONSERVATION CORP

		CERTIFICAT	E OF LIAE	BILITY IN	SURANCE		Date 1/14/2014			
Producer: Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691		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.								
(727) 938-5562					Insurers Affording Cov	erage	NAIC #			
Insured: South East Personnel Leasing, Inc.			Inc. & Subsidia	ries Insurer A:	Insurer A: Lion Insurance Company					
		2739 U.S. Highway 19 N.		Insurer B:						
		Holiday, FL 34691		Insurer C: Insurer D:	Insurer C:					
				Insurer E:						
Cov	/erage	S		10000						
with re	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 LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits				
		GENERAL LIABILITY	<u> </u>	(	(	Each Occurrence	\$			
		Commercial General Liability Claims Made Occur			:	Damage to rented premises (EA occurrence)	\$			
			- 1			Med Exp	\$			
			- 1		ľ	Personal Adv Injury	\$			
		General aggregate limit applies per:			· ·	General Aggregate	\$			
ľ		Policy Project LOC	1			Products - Comp/Op Agg	\$			
		AUTOMOBILE LIABILITY	<del>                                     </del>			Combined Single Limit				
		Any Auto	[.			(EA Accident)	\$			
	•	All Owned Autos	]		İ	Bodily Injury				
		Scheduled Autos	1			(Per Person)	\$			
		Hired Autos	1 1			Bodily Injury				
		Non-Owned Autos	i i		1	(Per Accident)	\$			
;						Property Damage (Per Accident)	\$			
		EXCESS/UMBRELLA LIABILITY				Each Occurrence				
		Occur Claims Made	1			Aggregate				
		Deductible	<u> </u>							
A Workers Compensation and Employers' Liability		WC 71949	01/01/2014	01/01/2015	X WC Statu- tory Limits OTH- ER					
	Any prop	rietor/partner/executive officer/member				E.L. Each Accident	\$1,000,000			
	excluded	NO scribe under special provisions below.				E.L. Disease - Ea Employee	\$1,000,000			
	11 100, 00				1	E.L. Disease - Policy Limits	\$1,000,000			
	Other		Lion Insuran	ce Company is /	A.M. Best Company ra	ited A- (Excellent). AMB	# 12616			
Desc	riptions	of Operations/Locations/Vehicles/E								
		pplies to active employee(s) of South East Po				Client ID: 42-65- Client Company":	-2/0			
			ree - H Learning Ce	•	•					
		pplies to injuries incurred by South East Pers			•	n FL.				
		not apply to statutory employee(s) or indeper	• •							
	or the activ ct Name:	ve employee(s) leased to the Client Company	can be obtained by fa	axing a request to (/	2/) 937-2138 or by calling (	727) 938-5562.				
-		576 / ISSUE 07-05-13 (TLD) / Reissued 12/9	/13 (SH)							
						Fr F	6/33/2042			
				CANCELLATION						
l de la companya del companya de la companya del companya de la co				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mall 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.						
100 N ANDREW AVE, STE 619										
FT LAUDERDALE, FL 33301			Joh d. Some							



# CERTIFICATE OF LIABILITY INSURANCE

THREE-2 OP ID: CL

DATE (MM/DD/YYYY) 08/23/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Phone: 813-963-1669 CONTACT

MORROW INSURANCE GROUP LENORA C. OLNEY/A196064 18936 NORTH DALE MABRY HIGHWAY Fax: 813-961-3743 PHONE (A/C, No, Ext); E-MAIL FAX (A/C, No): TAMPA, FL 33548 Steven Mitzel ADDRESS: INSURER(S) AFFORDING COVERAGE OHIO CASUALTY INSURANCE COMPAN INSURER A THREE - H LEARNING CENTER, INC FL YOUTH CONSERVATION CORP 24074 INSURED INSURER B : ZURICH INSURANCE COMPANY 16535 INSURER C: FEDERAL INSURANCE CO. P.O. BOX 1082 20281 DADE CITY, FL 33526 INSURER D : INSURER E: INSURER F: **COVERAGES CERTIFICATE 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. ADDLISUBR INSR WVD POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS GENERAL LIABILITY EACH OCCURRENCE 1,000,000 X COMMERCIAL GENERAL LIABILITY X BKO 54525124 DAMAGE TO RENTED PREMISES (Ea occurrence) 08/23/2013 08/23/2014 100,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG 2,000,000 POLICY X PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 В OTUA YAA SCP 008142814 08/23/2013 08/23/2014 BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) HIRED AUTOS PROPERTY DAMAGE (Per accident) PIP FL Х STATUTORY PIO-BASIC s UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE S If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | S 8222-5717 PROFESSIONAL 08/23/2013 08/23/2014 AGGREGATE 1,000,000 D&O/CRIME/EPLI DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CONTRACT CITY OF FORT LAUDERDALE IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER FORM CG8330 1203

**CERTIFICATE HOLDER** CANCELLATION CITYFT1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. CITY OF FORT LAUDERDALE 100 N ANDREW AVE, STE 619 FT LAUDERDALE, FL 33301 **AUTHORIZED REPRESENTATIVE** 

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REVISION NUMBER

# State of Florida Department of State

I certify from the records of this office that THREE - H LEARNING CENTER, INC. is a corporation organized under the laws of the State of Florida, filed on March 9, 1990.

The document number of this corporation is N37077.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 7, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of January, 2014



Ken Detann Secretary of State

Authentication ID: CC4042524217

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html