



## Interoffice Memorandum

November 1, 2018

## AGENDA ITEM

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *Lonnie C. Bell*  
Family Services Department

FROM: Sonya L. Hill, Manager  
Head Start Division  
Contact: Khadija Pirzadeh, (407) 836-8912  
Sonya Hill, (407) 836-7409

SUBJECT: **Consent Agenda Item- November 13, 2018**  
Contract No. Y19-162 Agreement between Orange County, Florida  
and the Dr. Phillips Center for the Performing Arts, Inc. related to  
provision of science and arts education for Project WOW

The Head Start Division requests Board approval of Contract No. Y19-162 Agreement between Orange County, Florida and the Dr. Phillips Center for the Performing Arts related to provision of science and arts education for Project WOW. PNC Bank awarded an education initiative grant to implement Project World of Wonder (WOW). Dr. Phillips staff will mentor teachers with 50-minute lessons that encourage preschool students to explore and interpret their world through scientific inquiry and artistic guidance. The term of the contract is from the date of execution through July 31, 2019.

The County Attorney's Office and Risk Management Division have reviewed this agreement for legality and compliance with County requirements.

**ACTION REQUESTED:** Approval and execution of Contract No. Y19-162 Agreement between Orange County, Florida and the Dr. Phillips Center for the Performing Arts, Inc. related to provision of science and arts education for Project WOW.

SH/kp:jam

Attachments(s)

c: Randy Singh, Assistant County Administrator  
Cristina Berrios, Assistant County Attorney, County Attorney's Office  
John Petrelli, Director, Risk Management and Professional Standards  
Yolanda S. Brown, Manager, Fiscal Division, Family Services Department  
Jamille Clemens, Grants Supervisor, Finance Division  
Patria Morales, Management & Budget Advisor, Office of Management and Budget

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**AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**THE DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.**

*related to*

**PROVISION OF SCIENCE AND ARTS EDUCATION FOR PROJECT WOW**

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**THIS AGREEMENT** ("Agreement") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, FL 32801 (the "County") and the **DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.**, a not-for profit corporation organized under the laws of the State of Florida, with offices located at 155 East Anderson Street, Orlando, Florida 32801 (the "Center"). The parties may be individually referred to as "party" or collectively referred to as "parties."

**RECITALS**

**WHEREAS**, the County, on behalf of its Family Services Department, Head Start Division ("Division"), receives funding from the U.S. Department of Health and Human Services ("HHS") to operate a Head Start Program in Orange County, Florida (the "Head Start Program"); and

**WHEREAS**, the purpose of the Head Start Program is to provide high quality comprehensive services to economically disadvantaged children and their families in Orange County, Florida; and

**WHEREAS**, the Head Start Act of 2017, Public Law 110-143, Section 641A indicates that programs must provide scientifically based and developmentally appropriate education related to school readiness that are based on the Head Start Child Outcomes Framework to ensure that the children participating in the program at minimum, develop and demonstrate the following: (i) language knowledge and skills, including oral language and listening comprehension; (ii) literacy knowledge and skills, including phonological awareness, print awareness and skills, and alphabetic knowledge; (iii) mathematics knowledge and skills; (iv) scientific knowledge and skills; (v) cognitive abilities related to academic achievement and child development; (vi) approaches to learning related to child development and early learning; (vii) social and emotional development related to early learning; school readiness, and social problem solving; (viii) abilities in creative arts; (ix) physical development; and

**WHEREAS**, in the case of limited English proficient children, progress toward acquisition of the English language while making meaningful progress in attaining the

knowledge, skills, abilities, and development as described above, including progress made through the use of culturally and linguistically appropriate instructional services; and

**WHEREAS**, a key component of the federal performance standard (45 CFR Subpart C, § 1302.30) is the provision of Education and Child Development Program Services, which requires that children's skill growth must be aligned with the *Head Start Early Learning Outcomes Framework: Ages Birth to Five*; and

**WHEREAS**, the Center operates a the Dr. Phillips Center for the Performing arts that provides exceptional performing arts programming and educational engagements that enrich the lives of culturally diverse audiences through world class entertainment and shows that feature local, national and international emerging talent; and

**WHEREAS**, the Center offers a variety of creative arts classes for children of all ages including but not limited to: acting, theatrical arts, dance (ballet and tap), music, musical theatre, piano, guitar, and vocal arts which build self-esteem, enhance education, and positively impact the lives of students through opening doors to creative possibilities; and

**WHEREAS**, in an effort to promote healthy bodies and ready minds among the Head Start Program's children and to facilitate the County's compliance with the Head Start Performance Standards, the Center seeks to work in collaboration with PNC Bank and the Head Start Program to implement "Project Wow". "Project Wow" is a hands-on, early learning education model that focuses on the integration of science and arts across existing curriculum; and

**WHEREAS**, the Center intends to provide the Services without cost to the County as a part of its mission as a 501(c) 3 organization.

**NOW THEREFORE**, in mutual covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1.**     **Recitals.** The above recitals are true and correct and are incorporated in this Agreement as material part of this Agreement by reference.

**Section 2.**     **Documents.**

A.     The documents that are incorporated by either reference or exhibit and thereby form this Agreement are:

1.     This Agreement;
2.     **Exhibit A:** Scope of Services;
3.     **Exhibit B:** List of participating Head Start Program Locations;
4.     **Exhibit C:** Leased Employee Affidavit (if applicable); and
5.     **Exhibit D:** Project Wow Program Literature.

**Section 3.**     **The Obligations of the Parties.** Both the County and the Center will meet the obligations as described in the Scope of Services that is attached to this Agreement and incorporated as a material part of this Agreement as “**Exhibit A**”.

**Section 4.**     **Background Screening.**

A.     All the Center staff, employees, guests, invitees, third party providers, and volunteers providing Services under this Agreement or otherwise present on the County’s premises with Head Start students present, may be required to complete a background screening in compliance with Section 435.04 (Level 2 screening standards), Florida Statutes. Such screening shall be conducted at the Center expense.

B.     All individuals in positions (paid employment or volunteer) requiring Level 2 screenings shall be subject to - and must complete - such screening prior to access, supervision, or direct care of any children under the Head Start Program. Screenings shall include an initial Level 2 background screening with additional Level 2 background screening performed after termination of this agreement at five (5) year intervals.

C.     Level 2 background screenings shall consist of an employment history check which shall include fingerprinting. Fingerprints shall be used to process the following screenings as needed:

1.     Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
2.     Federal Criminal Records Check through the FBI; and
3.     Local Criminal Records Check through Local Law Enforcement.

D.     Upon request, the Center shall provide the County’s Head Start Manager and/or designee with confirmation that such screenings have been conducted and that the results are acceptable to the Center. Copies of completed screenings for services performed under this Agreement shall be made available to the County upon request.

**Section 5.**     **Records Management, Confidentiality, and Public Records.**

**A.     Records Management.**

1.     The Center shall store and retain all records of any type created by the Center, its employees, or sub-contractors to this Agreement and associated Service recipient(s) according to Health Insurance Portability and Accountability Act (“HIPAA”) and other applicable federal and State law requirements.
2.     The Center shall ensure that all records are maintained in an organized and orderly manner and in a format reasonably acceptable to the County.

3. Upon request, the Center shall make all such records available to the County for inspection during normal working hours for a period of five (5) years after the termination of this Agreement.
4. In the event of litigation, claim or audit finding prior to the end of the five (5) year period, records shall be maintained by the Center until such time as the litigation, claim, or audit finding involving such records has been resolved and for a period of five (5) years after that date. Upon reasonable notice, authorized County and/or Division personnel shall have full access during normal business hours and right to examine any such records during that period.
5. Original or certified copies of records shall be provided to the County upon request. Failure by the Center to comply with such request on a timely basis shall constitute a breach of this Agreement and may result in termination of this agreement.

**B. Confidentiality.**

1. The Center shall comply with all applicable HIPAA requirements and obligations with respect to Protected Health Information ("PHI") subject to protection under the HIPAA Privacy and Security Rules under 45 CFR Parts 160, 162 and 164.
2. The Center shall comply with the requirements set forth in the Florida Information Protection Act (§501.171, Florida Statutes) in the protection of Personal Identifiable Information ("PII").
3. The Center shall comply with the Breach Notification rules under the HITECH Act found in 42 U.S.C. §17932.

**C. Public Records.** Pursuant to §119.0701, the Center must keep and maintain all public records required by the County as followed:

1. The Center must, upon request from the County, provide the County with a copy of any requested records, or allow the records to be inspected, within a reasonable time at a cost that does not exceed the amount set by the County.
2. Upon completion of the Agreement, the Center must transfer, at no cost to the County all public records in possession of the Center or keep and maintain public records required by the Center to perform the service.
3. If the Center does not transfer public records to the County, the Center must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the Agreement.

4. If the Center transfers all public records to the County upon completion of the Agreement, the Center shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

**IF THE CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT PROCUREMENT PUBLIC RECORDS LIAISON; 400 E. SOUTH STREET, 2<sup>ND</sup> FL, ORLANDO, FL 32801; PROCUREMENTREOCRDS@OCFL.NET; 407-836-5897.**

**Section 6. Terms and Termination.**

**A. Term.**

1. The term of the Agreement shall be from the date of full execution by the County, or the last signing party, whichever is later ("Effective Date"), through July 31, 2019, unless otherwise terminated by either party.
2. This Agreement may be renewed for up to six (6) additional one-year terms upon written mutual consent by both parties.
3. Through its execution of this Agreement, the Board of County Commissioners of Orange County, Florida, delegates to the Director of the County's Family Services Department the authority to execute any renewals of this Agreement so long as those renewals are subject to the same terms and conditions set forth in this Agreement. This delegation of signature authority includes any necessary amendments to the *List of Participating Head Start Program Locations* attached to this Agreement as **Exhibit "B."**

**B. Termination.**

1. **Termination for Convenience.** Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice.
2. **Termination for Cause.** Failure by either party to perform its respective obligations, as set forth in this Agreement, may result in termination by either party for cause with five (5) days' written notice, if incapable of being cured, or thirty (30) days' written notice with an opportunity to cure in that thirty (30) days' written notice if capable of being cured. Whether a cure is acceptable shall be a determination made at the sole discretion of the terminating party.

3. Notice of termination, either for cause or for convenience, shall be provided in accordance with the notice provision in this Agreement.
4. No damages may be assessed against the County for its termination of the Agreement, regardless of whether that termination was for convenience or cause.

**Section 7. Notices.**

A. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following:

**To the County:** Manager, Head Start Division  
2100 E. Michigan Street  
Orlando, FL 32806

**AND**

Orange County Administrator  
Administration Building, 5<sup>th</sup> Floor  
201 S. Rosalind Avenue  
Orlando, FL 32801

**To the Center:** President & CEO  
Dr. Phillips Center for the Performing Arts  
155 East Anderson Street  
Orlando, FL 32801

**Section 8. Indemnification, Liability, and Insurance.**

A. **Indemnification.** To the fullest extent permitted by law, the Center shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including reasonable attorney's fees) to the extent arising out of any negligent act or omission of the Center or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

B. **Liability.** Excluding obligations under any business associate agreement between the parties, indemnification obligations, willful misconduct, gross negligence, fraud, or violations of law, neither party will be liable to the other whatsoever for any special, consequential, exemplary, or punitive damages, including any damages on account of lost profits or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such excluded damages may be sought. Nothing contained in this Agreement shall constitute as a waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

C. **Protection of Persons and Property** (Applicable when services are provided on property that is owned or leased by the County). While working or providing services at County facilities, the Center shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement. The Center shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons who the Center permits to be on the premises and other persons who may be affected thereby;
2. All property, material and equipment on the premises under the care, custody, or control of the Center. The parties agree that the Center will only be using its own property, material and equipment; and
3. The Center shall comply with, and ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards. This includes, but is not limited to, the following:
  - a. Occupational Safety & Health (OSHA)
  - b. National Institute for Occupational Safety & Health (NIOSH)
  - c. National Fire Protection Association (NFPA)

D. The Center must also comply with the guidelines set forth in Orange County Safety & Health Manual. The Manual can be accessed at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

E. **Removal from the Premises.** Nothing in this Agreement in any way impacts, or should be construed to impact, the County's right to – in its sole and absolute discretion - remove any employee, volunteer, student, client, or associate of the Center from the County's owned or leased premises at any time.

F. **Insurance.**

1. The Center agrees to maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Agreement on a primary basis and at its sole expense, at all times throughout the duration of this Agreement.
2. These requirements, as well as County's review and acceptance of insurance maintained by the Center, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Center under this Agreement. The Center is required to maintain any coverage required by federal and state Worker's Compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.



3. The Center shall require and ensure that all providers and sub-consultants providing services under this Agreement (if any) procure and maintain, for the duration of their involvement in this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the Center and County.
4. Insurance carriers providing coverage required in this Agreement must be authorized to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength of A-Class VIII or better. State authorization can be checked via [www.flori/companysearch/](http://www.flori/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com)
5. **Required coverage:** The Center shall have in full force the following coverage, if applicable, and will provide a Certificate of Insurance to County prior to commencing operations under this Agreement to verify such coverage.
  - a. **Commercial General Liability.** The Center will provide coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence. Coverage shall not include any exclusion for contractual liability or separation of insureds provisions and the aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
  - b. **Sexual Abuse and Molestation Coverage** with limits of not less than \$100,000 (One Hundred Thousand Dollars) per occurrence shall be included for any DR. PHILLIPS provider that provides services directly to minors.
  - c. **Workers' Compensation.** The Center shall maintain coverage for its employees within statutory workers compensation limits and no less than \$100,000 (One Hundred Thousand Dollars) each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case by case basis. Any the Center using employee leasing company shall complete the Leased Employee Affidavit attached to this Agreement as **Exhibit "C"**.
6. **Required Endorsements:**
  - a. **Additional insured.** CG 20 26 or CG 20 10/CG 20-37 or their equivalent. (Note: If blanket endorsements are being submitted, include the entire endorsement and applicable policy number.).

- b. CG24 04 or its equivalent. (Note: If blanket endorsements **Waiver of Transfer of Rights or Recovery** are being submitted, include the entire endorsement and the applicable policy number).
  - c. Prior to the execution and commencement of any operations/services provided under this Agreement, the Center shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificates (s) of insurance, the Center shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County Board of County Commissioners.
7. For continuing services, contract renewal certificates shall be submitted upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Center has obtain insurance of the type, amount and classified as required for strict compliance with this insurance section. the Center shall notify the County not less than thirty (30) business days ten (10) business days for non-payment of premiums) of any material change or cancellation/non-renewal of insurance coverage. The Center shall provide evidence of replacement coverage to maintain compliance with aforementioned insurance requirements to the County or its certificate management representative thirty (30) calendar days prior to the effective date of the replacement policy(ies). The certificate shall read:

**Orange County Board of County Commissioners**

Attn: Procurement Division

400 East South Street

Orlando, FL 32801

8. The Center may satisfy these insurance requirements through an actuarially sound plan of self-insurance.

**Section 9. Civil Rights.** The parties agree that they shall perform their respective obligations under this Agreement without discrimination toward any participants, employees or other persons regardless of race, creed, color ethnic background, religion, gender disability or ability to pay. All parties are equal opportunity employers. All parties shall comply with all applicable requirements and provisions of the Civil Rights Acts of 1964 and 1991 and Florida law.

**Section 10. Equal Employment Opportunity.**

A. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation, gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations. Accordingly, the Center shall abide by the following provisions:

1. The Center will adopt and maintain or provide evidence to the County that the Center has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this Agreement.
2. The Center shall allow the County reasonable access to those business and employment records showing compliance with the non-discrimination provisions of this Agreement.
3. Provisions 1 and 2 above will be incorporated by the Center into the contracts of any applicable Subcontractors.

**Section 11. General Terms.**

A. **Independent Contractor.** The Center is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Center's sole discretion, supervision, and control. the Center shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Center relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Agreement. Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between the Center and the County.

B. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

D. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated with this Agreement, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

E. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party by agreeing to this Agreement submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit in and for Orange County, Florida. Should any federal

claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the United States Middle District of Florida.

F. **Jury Waiver.** Each party hereto hereby irrevocably waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

G. **Attorney's Fees and Costs.** The indemnity provision of this Agreement excepted, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

H. **No Financial Commitment.** The Center and County agree that all Services performed under this Agreement shall be without any form of payment or other financial compensation from the County. Any costs or expenses incurred by either party shall be the sole responsibility of that respective party.

I. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

J. **Headings and Captions.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience or reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

K. **Advertising and Publicity.** Neither party shall use the name, logo or trademark of the other in any form or publicity or promotional or advertising material, or any communications with the media without the other's prior written consent to the specified contemplated use. Either party may terminate this Agreement and seek injunctive relief immediately if the other violates this provision. Except for those circumstances expressly permitted in this Agreement, requests for permission to use the Center's name or marks must be directed to the Manager, Marketing with a copy to Education Program Manager, Dr. Phillips Center for the Performing Arts, 155 East Anderson Street, Orlando, FL 32801. As to the County, requests shall be made pursuant to Section 2-3, Orange County Code.

L. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth in this Agreement, and delivery

shall be effective and complete upon completion of such transmissions, manually signed copies of signature pages shall be nonetheless be delivered promptly after such facsimile delivery.

M. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrences of an event of violation shall affect any such right or remedy, be held to be abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

N. **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by the way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

O. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement.

P. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

Q. **Remedies.** No remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights powers or remedies.

R. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

S. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

T. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

U. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state and local laws relevant to this agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or license necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

V. **Authority to Practice.** The Center by this Agreement represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the County upon request.

**Section 12. Entire Agreement.** This Agreement, and any documents incorporated in this Agreement, set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 11.13.18

*for* ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Kate Smith*  
Deputy Clerk

**DR. PHILLIPS CENTER FOR THE  
PERFORMING ARTS, INC.**

By: *Katherine Ramsberger*  
Katherine Ramsberger  
President & CEO

Date: 11 Oct 2018

## EXHIBIT "A"

### SCOPE OF SERVICES

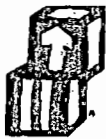
A. The County agrees to:

1. Designate the Field Operations Supervisor to serve as the County liaison ("County Liaison") for the Center "Project Wonders of the World (Wow)", in conjunction with PCN Bank.
2. Notify Head Start teachers about the Center's "Project Wow" and encourage participation in all training sessions.
3. Provide sufficient facility space at Orange County Head Start Centers or other County-provided training facilities for training. County staff will allow Dr. Phillips Center staff thirty (30) minutes after training in the classrooms to clean up.
4. The County Liaison will accept and distribute educational materials related to Project Wow.
5. Share with the Center staff a copy of the Head Start Training Calendar, as deemed appropriate.

B. The Center agrees to:

1. Designate a Dr. Phillips Center Liaison for oversight of its Project Wow. This program supports improved learning outcomes through mentoring preschool teachers.
2. Implement Project Wow, which is further detailed in **Exhibit "D"** of this Agreement, through provision of mentoring preschool teachers and leading 50 minute long classroom lessons that encourage students to explore and interpret their world. In addition, the Center will provide take-home family learning activities to encourage parents to become stewards of their child's education while helping young learners see themselves and their role models as life-long learners.
3. Coordinate with the County Liaison relevant dates to schedule with locations designated in "**Exhibit B.**"
4. Share with County staff the training calendar and relevant entertainment events, as deemed appropriate.





# ORANGE COUNTY FAMILY SERVICES DEPARTMENT – HEAD START EXHIBIT B



2018 - 2019

<b>ALOMA ELEMENTARY 2</b> 2949 Scarlet Road Winter Park, Fl. 32792 407-672-3100 X 3002278 Fax 836-2981 Ctr. Spr. Karen Dunne FSW: Yanetsy Garay X 3002288	<b>EVANS COMMUNITY SCHOOL 1</b> HEAD START 4949 Silver Start Road Orlando, Fl. 32808 407-522-3400 x 6232626 Ctr., Spr. Toinette Stenson FSW Zackery Dancy	<b>SOUTHWOOD 6</b> 6225 Brookgreen Ave. Orlando, FL 32809 407-254-6768 Fax: 836-1934 Ctr. Spr. Vivian Jones FSW: Laura Baumgartner 254-6764 254—6769 VACANT
<b>BITHLO 2</b> 18501 Washington Avenue Orlando, Fl. 32820 407-254-1958 Fax: 836-2982 Ctr. Spr. SUNITHA KOORATHOTA-FIELD OP FSW: Luis Simonetti 407-254-1907	<b>FRONTLINE OUTREACH 4</b> 3000 C.R. Smith Street Orlando, Fl. 32805 407-254-9461 Fax 836-1917 Ctr. Spr. Jacqueline Lopez FSW Jamie Harrold 407-254-9458	<b>TAFT 6</b> 9504 South Orange Ave. Orlando, FL 32824 407-254-9274 Fax: 836-1940 Ctr. Spr. Mercedes Grullon FSW: Tyrza Benitez 407-254-9270 Kathy Millsap 407-254-9275
<b>CALLAHAN 3</b> 101 N. Parramore Street Orlando, Fl. 32805 407-245-2910/0281 Ctr. Spr. Toinette Stenson FSW: Zackery Dancy 407-245-0910	<b>HAL P. MARSTON 6</b> 3933 W D Judge Drive Orlando, Fl 32808 407-836-8455 Fax: 836-8440 Ctr. Spr. Wilna Francois FSW Jessica Parker 407-836-8433 Shayla Brown 407-836-8462	<b>THREE POINTS ELEMENTARY 3</b> 4001 South Goldenrod Road Orlando, FL 32822 407-207-3800 Fax: 836-2883 Ctr. Spr. Yira Rodriguez X 3982302 FSW Corey Johnson X 3982288
<b>DENTON JOHNSON 2</b> 400 Ruffel Street Eatonville, Fl. 32751 407-975-7422/7423 Fax: 836-2984 Ctr. Spr. Tonya Johnson Hale FSW Patrice Milton	<b>JOHN BRIDGES 6</b> 445 W 13 <sup>TH</sup> STREET Apopka, Fl. 32703 407-254-9421 Fax: 836-1929 Ctr. Spr. Marcla Cotton FSW Delrose Forbes 407-254-9422	<b>VENTURA 2</b> 4400 Woodgate Blvd. Orlando, FL 32822 407-249-6400 X 4002283 Fax: 836-7486 CTR. Spr. SUNITHA KOORATHOTA-FIELD OP FSW Laurel Dettman
<b>DILLARD ELEMENTARY 2</b> 311 N. Dillard St. Winter Garden, Fl. 34787 407-877-5000 Fax: 836-1931 Ctr. Spr. Tonya Johnson Hale X 3242305 FSW Patrice Milton 407-254-1979	<b>LILA MITCHELL 4</b> 5151 Raleigh St. Orlando, Fl. 32811 407-254-9494 Fax: 407-836-1930 Ctr. Spr. John Holmes FSW: Regina Melicio 407-254-9484	<b>WS ELC – ANNEX 4</b> 2500 Bruton Blvd. Orlando, Fl 32811 407-250-6260 X 6352257 Fax 836-1986 Ctr. Spr. Aturia Hall FSW Cordella Pearcy X 6352259
<b>DOVER SHORES ELEMENTARY 2</b> 1200 Gaston Foster Road Orlando, Fl. 32812 Fax: 836-7472 Ctr. Spr. TERESA WILLIAMS-FIELD OP FSW Yanetsy Garay 321-666-3015	<b>MCCOY ELEMENTARY</b> 5225 South Semoran Blvd. Orlando, Fl. 32822 407-249-6370 X 3624311 Fax: 836-2998 Ctr. Spr. Yira Rodriguez FSW Laurel Dettman X 3622225	<b>WS ELEMENTARY 2</b> 944 West Lake Mann Drive Orlando, FL 32805 407-296-6540 X 4012242 Ctr. Spr. Nicole Davis FSW Jessica Parker
<b>EAST ORANGE 7</b> 12040 East Colonial Drive Orlando, Fl. 32826 407-254-9713 Fax: 836-2987 Ctr. Spr. Anabel Sepulveda FSW Luis Simonetti 407-254-9298 FSW Giovanna Donado 407-254-9297	<b>PINE HILLS COMM. CTR</b> 6408 Jennings Road Orlando, FL 32818 407-254-9112 Fax: 836-8513 Ctr. Spr. Tambra Jackson FSW: 407-254-9110 Syretta Brown 407-254-9193 Tiffany Jones 407-254-9185 Latasha Douglas	<b>MAIN OFFICE</b> 2100 E. Michigan St. Orlando, FL 32806 407-836-6590 <b>MOTORPOOL RESOURCE CENTER</b> 2010 E. Michigan St. 407-836-7401
<b>ENGLEWOOD 3</b> 5985 La Costa Drive Orlando, Fl. 32807 407-249-6340 X 3347247 Fax: 836-19127 Ctr. Spr. Isis Alameda FSW Colette Thomas Sr FSW 407-836-6590	<b>SOUTH ORLANDO YMCA 3</b> 810 w. Oak Ridge Road Orlando, FL 32809 407-254-1011 Fax: 836-1933 Ctr. Spr. Tiffany Price Brown FSW: Toja Burton 407-254-1017	<b>WAREHOUSE</b> 6136 Hanging Moss Road Suite #260 Orlando, FL 32807 Pedro Berrios/Julio Grullon 407-636-9456

**EXHIBIT "C"**

**LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: ADP TotalSource CO XXI, Inc.

Workers' Compensation Carrier: Illinois National Insurance Co.

A.M. Best Rating of Carrier: A (Excellent)

Inception Date of Leasing Arrangement: June 20, 2018

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: Dr. Phillips Center for the Performing Arts

Signature of Owner/Officer: Kathleen Roushager

Title: President & CEO

Date: 16 Oct 2018



**About PNC - Grow Up Great Grant Initiative. Project WoW (World of Wonder)**

Dr. Phillips Center for the Performing Arts has been funded by PNC to deliver a collaborative education initiative titled Project WoW (World of Wonder) to engage low to moderate income preschool children in a new model for early childhood education that focuses on the integration of science and arts across existing curriculum. The initiative includes weekly hands-on-lesson plans for preschool students at education partner sites, in-depth year-long mentoring for teachers, and a family engagement component. Project WoW will support improved learning outcomes in preschool students by mentoring preschool teachers and leading 50-minute long in-classroom lessons that encourage students to explore and interpret their world. Take-home family learning activities will encourage parents to become stewards of their child's education while helping young learners see themselves and their role models as lifelong learners.

Lesson 1	Scientific Inquiry	Lesson 10	Simple Machines
Lesson 2	Senses and Touch	Lesson 11	Earth
Lesson 3	Sight and Sound	Lesson 12	Sun and Stars
Lesson 4	Smell and Taste	Lesson 13	Space-Moon
Lesson 5	States of Matter	Lesson 14	Weather
Lesson 6	Magnets	Lesson 15	Ocean
Lesson 7	Weights and Measures	Lesson 15	Desert
Lesson 8	Kitchen Chemistry	Lesson 17	Rainforest
Lesson 9	Energy	Lesson 18	Swamp-Pond



## Lesson Two – Physicalizing States of Matter

**Lesson Name:** Movement of Matter

**Goals:** Students will be introduced to basic movement/dance principals based on their developmental ability. These dance/movement principals will be integrated and used to reinforce scientific states of matter. Students will physically explore through the different states of matter as if they were the molecules, therefore increasing and solidifying their understanding of this scientific principal.

**Objective:** Students will use movement levels, dynamics and qualities to reinforce their understanding of the states of matter.

### Activity Outline:

**Grouping** – Large Group & Individual

**Pre-Activity** – Discuss/Review the states of matter with students. Test their knowledge with questions. Use accompanying visuals projected of the states of matter as a starting point for review.

Review Questions:

- Ask if anyone can state the different states of matter? (There are actually 6, but at this grade level the only three we will focus on are solid, liquid and gas.)
- Ask student to visualize an ice cube (a solid). When energy (heat) is added to the ice cube what happens to it? What does the ice turn into? (Water – a liquid) Then ask them, what happens when heat is added to water? (The water heats up, boils, and turns into a gas – they may have seen steam rising while their caregivers were cooking before.)
- Ask the students if ice would be considered a solid, liquid or gas. Most importantly ask them WHY? (Use your visual thinking strategies techniques to discuss.)
- Repeat the above step for water, and gas.
- Ask them to look at the particles in each of the provided images and to talk about how they are similar of different. (Take note of what they say – write it down you will build upon this later for the movement phrase.)

The Facts:

**Solids** – molecules are grouped together in organized patterns. Molecules might vibrate slightly but they don't move around.

**Liquid** – molecules are close together, but in no particular order. The molecules do move around each other.





**Gas** – molecules are spaced far apart and wiggle and jiggle

Start by doing a physical warm up students.

Introduce students to **Dynamics and Movement Qualities** by having a teaching artist model the different types of movements, while one teaching artist leads students verbally and physically through all six qualities.

**Percussive:** Strong, sharp

**Swinging:** Suspended and released

**Sustained:** smooth, continuous

**Frozen:** no motion, still

**Vibratory:** Shaking, vibrate

**Collapsed:** drop energy, release

Incorporate levels into this exploration – low (floor), medium (low to mid-range) high (full height to tippy toes and arms extended and or jumping up off the ground.)

- Ask students to vibrate low
- Frozen high
- Collapse medium
- Etc. Create your own combinations

Additionally, start to incorporate speed into this speed into this having students work in slow motion, slow, and medium speeds. (Don't introduce fast, their mediums is usually the fastest classroom speed for safety.) You may want to have students stay in their own space for this and just move their body parts at these speeds depending on the size of space you are working in.

### Arts Extension

Using the comparisons and observations of the students when asked what the molecules look like and behave in the various states of matter. Have students physicalize these pictures with teaching artist guidance. (You may choose link this to the image of ice, water, and steam as a reference to becoming these states of matter. Use lyrical music without words for this movement section.)

1. Organize student into a low organized pattern, tightly together, with structure and ask them to visually vibrate at medium speed, representing solid matter.
2. Have students in slow motion rise from their solid matter positions and gather loosely together in a group but with space in between their bodies, they should be contained to the inside of their classroom carpet space. They should move slowly without talking in and amongst each other – moving randomly in no particular way, representing liquid.





3. The students should transition in slow motion from their liquid positions into a more spread out positions all over the room, creating lots of space between their bodies – they should physicalize wiggling and jiggling, representing gas.
4. Go through this process from solid to liquid to gas and then have the students work backwards from gas to liquid to solid.
5. Break the students into two groups, one group becomes the audience (good observers) while the other students repeat the above steps.
6. The groups should switch, the audience becomes the players and the players become the audience. Everyone should have had the chance to do both roles. (If you are running short on time, cut steps 5 & 6.)
7. Once you are done reflect upon the process.

**Vocabulary Words****Solid Liquid Gas**

Low  
Medium  
High  
Percussive  
Strong  
Sharp  
Sustained  
Smooth  
Continuous  
Vibratory  
Shaking  
Vibrate  
Swinging  
Suspended  
Released  
Frozen  
Collapsed

**Grade Level: VPK****VPK Standards addressed:****1. Physical Development**

- Health and Wellness - I.A.2, I.A.9
- Self Help
- Gross Motor Development - I.C.1, I.C.2
- Fine Motor Development – I.D.1

**2. Approaches to Learning**



- Eagerness and Curiosity - II.A.1
- Persistence - II.B.1
- Creativity - II.C.1
- Planning and Reflection - II.D.1

### **3. Social and Emotional Development**

- Self-Regulation
  - Affective - III.A.a.1, III.A.a.2
  - Life/Adaptive - III.A.b.1, III.A.b.2
- Relationships
  - Self - III.B.a.1
  - Peers - III.B.b.1, III.B.b.2, III.B.b.3
  - Adults - III.B.c.1
- Social Problem Solving - III.C.1, III.C.2

### **4. Language, Communication and Emergent Literacy**

- Listening and Understanding - IV.A.1.a, IV.A.2.a
- Speaking - IV.B.1.a
- Vocabulary - IV.C.1.a, IV.C.1.b,
- Sentence and Structure
- Conversation - IV.E.1.a, IV.E.2.a, IV.E.3.a, IV.E.3.b, IV.E.3.c
- Emergent Reading
- Emergent Writing

### **5. Cognitive Development and General Knowledge**

- **Mathematical Thinking**
  - Number Sense
  - Number and Operations
  - Number and Operations
  - Patterns and Seriation – V.A.c.1.a, V.A.c.1.b, V.A.c.1.d
  - Geometry – V.A.d.4
  - Spatial Relations – V.A.e.1.a, V.A.e.1.b, V.A.e.4
  - Measurement
- **Scientific Inquiry**
  - Investigation and Inquiry - V.B.a.2, V.A.b
  - Physical Science
  - Life Science Earth and Space
  - Environmental Awareness
- **Social Studies**
  - Individual Development and Identity
  - People, Places and Environments
  - Technology and Our World
  - Civic Ideals and Practices – V.C.d.2

- **General Knowledge**





- *Visual Arts*
- *Music - V.D.b.1*
- *Movement and Dance - V.D.c.1, V.D.c.2, V.D.c.3*
- *Dramatic Play and Theatre*

**Materials Needed:**

- Large group of students (no more than 25)
- Enough space for students move around and explore as molecules
- Boom box or iPod to play music
- Projector to project images for students to see
- Images of States of Matter
- Imagination

**Reflection Questions:**

- Can anyone give an example of a solid?
- What do the molecules of a solid do?
- Can anyone give an example of a liquid?
- What do the molecules of a liquid do?
- Can anyone give an example of a gas?
- What do the molecules of a gas do?
- Can you give an example of a solid that changes when energy (heat or cold) is added to it?
- What was your favorite state of matter to move like and why?
- What is your favorite level? Why?
- Can you name any of the movement qualities?
- Which movement quality one was your favorite?
- Which movement qualities did we use when we physicalized states of matter?
- What movement quality do you think best represents you?

**Outcomes/Assessment:**

**Students will be assessed on:**

- How well they follow the classroom rules and the directions given
- Student's ability to share their thoughts and ideas in relation to their observations
- Student's ability to verbally reflect on the lesson/activity
- Student's ability to listen and reflect on the views of others and their ability to discuss multiple possible interpretations.
- Student's ability to physicalize and recall the states of matter







**Potential Challenges:**

- Classroom management challenges (especially in classrooms with young VPK students)
- Using images that are too advanced for VPK students
- Lack of space for students to properly represent the different states of matter
- Having enough time to properly set up and execute the entire lesson
- Must be able to adjust as needed based upon students ability to grasp concepts
- One may need to scaffold this activity/lesson over several sessions, adding to the exercise daily as opposed to in one session.
- Children may not be able to master this immediately.
- Technology being available at the school sites, if artwork/concept needs to be projected to be observed.



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>McGriff Insurance Services</b> <b>PO Box 4927</b> <b>Orlando, FL 32802-4927</b> <b>407 691-9600</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 407 691-9600</b> <b>FAX (A/C, No): 888-635-4183</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> <b>Dr Phillips Center for the Performing Arts, Inc.</b> <b>155 E. Anderson Street</b> <b>Orlando, FL 32801</b>	<table border="1"> <thead> <tr> <th data-bbox="812 441 1429 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 441 1562 472">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 472 1429 504">INSURER A : Vigilant Insurance Company</td> <td data-bbox="1429 472 1562 504">20397</td> </tr> <tr> <td data-bbox="812 504 1429 535">INSURER B : Federal Insurance Company</td> <td data-bbox="1429 504 1562 535">20281</td> </tr> <tr> <td data-bbox="812 535 1429 567">INSURER C : Twin City Fire Insurance Company</td> <td data-bbox="1429 535 1562 567">29459</td> </tr> <tr> <td data-bbox="812 567 1429 598">INSURER D :</td> <td data-bbox="1429 567 1562 598"></td> </tr> <tr> <td data-bbox="812 598 1429 630">INSURER E :</td> <td data-bbox="1429 598 1562 630"></td> </tr> <tr> <td data-bbox="812 630 1429 651">INSURER F :</td> <td data-bbox="1429 630 1562 651"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Vigilant Insurance Company	20397	INSURER B : Federal Insurance Company	20281	INSURER C : Twin City Fire Insurance Company	29459	INSURER D :		INSURER E :		INSURER F :	
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## COVERAGES

CERTIFICATE NUMBER: 18-19 Master BAI/BWS

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 SUBR INSR 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	79963827	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Subj to GenAgg \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		79666677	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	79963829	10/01/2018	10/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	D&O/Fiduciary/EPL		20KM032835318	03/23/2018	03/23/2019	\$10,000,000 CombinedAgg

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


Project: WOW

Certificate holder is Additional Insured for General Liability, as respects Real Estate Managers, Lessors of Premises and/or Lessors of Equipment, per General Liability Coverage Form #80-02-2000 (04/01).

Umbrella is follow form over General Liability & Auto Liability, subject to policy terms & conditions. (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Orange County, Florida</b> <b>Administration Bldg.</b> <b>5th Floor 201 S. Rosalind Ave.</b> <b>Orlando, FL 32801</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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