

RESOLUTION NO. 2008-291

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ST. GERARD CAMPUS, AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, the St. Johns County Government is providing Choose Life License Plate funds to the St. Gerard Campus, which are to be disbursed by St. Johns County, Florida, in an amount not to exceed seven thousand dollars (\$7,000.00), for the purpose of the providing counseling and other services to pregnant women who are already committed to placing the children for adoption, pursuant to Florida Statutes 320.08062 and 3230.08058 (30); and,

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County Government, Florida, and the St. Gerard Campus, and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4<sup>th</sup> day of October, 2008.



BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

Ram Halterman  
Deputy Clerk

By:

Cyndi Stevenson  
Cyndi Stevenson, Vice Chair

RENDITION DATE 10/16/08

STANDARD NONPROFIT CONTRACT/Cost Reimbursement

**CONTRACT BETWEEN  
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
And  
St. Gerard Campus, Inc. (Choose Life Tag Funds)**

**THIS CONTRACT** is entered into and effective on the 1<sup>st</sup> day of October, 2008, between St. Johns County, hereinafter referred to as "**COUNTY**" and St. Gerard Campus, Inc., a Nonprofit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

**WHEREAS, COUNTY** believes it to be in the public interest to provide certain activities to the St. Johns County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

**ARTICLE I            SCOPE OF SERVICES**

The funding amount as described in Article III below shall be made only upon the condition that it is used as follows:

1. As a qualified agency pursuant to 320.08062 and 320.08058(30), Florida Statutes, Agency must continue to limit its services to counseling and meeting the physical needs of pregnant women who are already committed to placing their children for adoption. Funds will not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures or pro-abortion advertising.
2. Agency may not charge women for the services received.
3. 70% of funds received must be used to provide material needs of pregnant women who are committed to placing their children for adoption. These needs include clothing, housing, medical care, food, utilities and transportation. Funds may also be expended on infants awaiting placement with adoptive parents. The remaining 30% of funds may be used for adoption, counseling training or advertising, but may not be used for administrative expenses, legal expenses or capital expenditures.
4. Any unused funds that exceed 10% of the funds received by the agency during its fiscal year must be returned to the county for distribution to other qualified agencies.

Programs must be implemented to serve residents of St. Johns County in accordance with the approved proposal(s), exhibits/attachments.

**ARTICLE II            TERM OF CONTRACT**

This Contract shall begin **October 1, 2008** and end **September 30, 2009**, unless terminated as specified in Article VIII, Suspension/Termination.

**ARTICLE III            COMPENSATION AND REPORTS**

**A.    Contract Payment**

The **COUNTY** will make payments to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$7,000.00**. Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the services listed in Article I, at a varying monthly rate which may exceed \$583.33, which is 1/12 of the funds appropriated to the **PROVIDER** by action of the Board of County Commissioners. This contract is for the payment of a varying number of units of service at a varying rate each month but not to exceed the total contract amount of \$7,000.00.

**B.    Deferred Payment/Return of Funds**

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to St. Johns County or a repayment agreement is accepted by St. Johns County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

**C.    Contract Deliverables**

**1. Required Reports (check if included in contract)**

**EXHIBIT 1 A- Payment Request and EXHIBIT 1B - Expenditure Worksheet- Due: Monthly by the 20<sup>th</sup> of the following month.** Must be based upon approved unit rates and actual uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the **COUNTY** of a

completed Payment Request and a **Choose Life Funds Expenditure Worksheet listing services provided/paid for during the reporting period must be attached to the Payment Request (Exhibit 1B).**

**EXHIBIT 2 – Program/Demographics – Due: April 30, 2009 and October 31, 2009.**

**EXHIBIT 3 - Certificate of Insurance - Insert in contract.**

**EXHIBIT 4 – Annual Choose Life Specialty License Plate Report to St. Johns County – DUE OCTOBER 31, 2009**

## **2. Required Documents**

Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due: 180 days following the end of PROVIDER'S fiscal year(s).**

Monitoring Reports – A copy of monitoring reports from other funding agencies to the **PROVIDER** will be due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**. Copies of monitoring reports must include the **PROVIDER'S** response to the funding agency.

### **D. Contract Closeout**

Final Payment Request - **Due: 10 days following end of contract.**

## **ARTICLE IV      AUDITS, MONITORING, AND RECORDS**

### **A. Monitoring**

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

**PROVIDER** must supply **COUNTY** with copies of all monitoring reports of programs that are funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

**B. Audits and Inspections**

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), St. Johns County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

**C. Records**

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

**D. Independent Audit**

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) exceeds three hundred thousand dollars (\$300,000.00), then an original, bound audit of the **PROVIDER'S** financial statements must be submitted to the **COUNTY**, in the form, format, and timeframe noted below, or elsewhere in this contract.

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) **does not exceed** three hundred thousand dollars (\$300,000.00), then an original, bound audit is not required, **unless the COUNTY** determines that an independent audit is warranted (base on among other things, the use of such funds), and provides the **PROVIDER** with a written explanation detailing the reason and/or rationale supporting the **COUNTY'S** determination that such an independent audit is warranted. Under those circumstances, the **COUNTY'S** written explanation will set forth the form, format, and timeframe for the independent audit.

An original, bound audit of the **PROVIDER'S** financial statements in accordance with Generally Accepted Accounting Principals (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the **COUNTY** no later than

one hundred eighty (180) days following the end of **PROVIDER'S** fiscal year(s) along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant and must be in accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "**Audits of States, Local Governments and Non-Profit Organizations**" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this St. Johns County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

## **ARTICLE V      AMENDMENTS**

**PROVIDER** must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

## **ARTICLE VI      CONTRACTOR STATUS**

### **A.      Independent Contractor**

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

### **B.      Subcontracts**

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

## **ARTICLE VII      RISK MANAGEMENT**

## **A. Indemnification**

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

## **B. Insurance**

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The **PROVIDER** shall furnish Certificates of Insurance to the **COUNTY** prior to the commencement of operations. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance ***naming St. Johns County Board of County Commissioners as Certificate Holder, 4010 Lewis Speedway, St. Augustine, FL 32095***, will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

1. **Workers' Compensation**– The **PROVIDER** shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if four or more) per Florida Statute 440.02.
2. **Professional Liability** – The **PROVIDER** shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence
3. **Comprehensive General Liability** - The **PROVIDER** shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the **PROVIDER** from claims for damages for bodily injury, including wrongful death, as well as from claims or property damages which may rise from any operations under this Contract whether such operations be by the **PROVIDER** or by anyone directly employed by or contracting with the **PROVIDER**.

The General Liability Policy Certificate shall name "St. Johns County, a political subdivision and County of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

4. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
  - \$100,000 bodily injury per person (BI)
  - \$300,000 bodily injury per occurrence (BI)
  - \$100,000 property damage (PD) or
  - \$300,000 combined single limit (CSL) of BI and PD
5. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
6. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

**C. Notice of cancellation or modification**

St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the **St. Johns County** Risk Manager, P. O. Box 349, St. Augustine, FL 32085-0349.

**ARTICLE VIII      SUSPENSION/TERMINATION**

**A. Suspension**

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

**B. Termination by COUNTY**

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

**C. Termination by PROVIDER**



The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date.

**COUNTY'S** obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

## **ARTICLE IX      ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all Federal, State and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has

been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).

- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.

That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.

- K. That they will notify the **COUNTY** of any **SIGNIFICANT** changes to the **PROVIDER** organization to include Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

**ARTICLE X HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

St. Johns County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a "covered entity" as the law defines that term. Any "personal health information" ("PHI") as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the **COUNTY** and **PROVIDER**.

**ARTICLE XI NOTICES**

Official notices concerning this Contract shall be directed to the following authorized representatives:

**PROVIDER:**

Name: Caroline A. Wolff  
Title: Executive Director  
Agency: St. Gerard Campus, Inc.  
Address: 1405 US 1 South  
St. Augustine, FL 32086  
Telephone: (904) 829-5516  
Fax: (904) 825-2858  
Email : stgerardcampu611@bellsouth.net

**COUNTY:**

Name: Ann Henry  
Title: Contracts Coordinator  
SJC Social Services Dept.  
Address: 1955 US 1 South, Suite D9  
St. Augustine, FL 32086  
Telephone: (904) 209-6142  
Fax: (904) 209-6141  
Email: [ahenry@sjcfl.us](mailto:ahenry@sjcfl.us)

The signatures of the **two** persons shown below are **designated** and **authorized** by the **PROVIDER** to sign all applicable reports:

Caroline A. Wolff

Name (Print)

Caroline A. Wolff

Signature

Executive Director

Title (Print)

OR

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title (Print)

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this Contract.

**ARTICLE XII SPECIAL PROVISIONS**

If needed, **PROVIDER** may be called upon to assist **COUNTY** during a natural disaster or emergency.

**ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

**ARTICLE XIV GOVERNING LAW**

This contract shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this contract shall be in St. Johns County, Florida. Venue for any federal legal action arising under this contract shall be in the United States District Court, Middle District of Florida.

**ARTICLE XV SEVERABILITY**

If any word, phrase, sentence, part, section, subsection, or other portion of this contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this contract, and all applications thereof, not having been declared void, shall remain in full force, and effect.

**IN WITNESS THEREOF, PROVIDER and COUNTY** have caused this 11-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

By: Caroline A. Wolff

Caroline A. Wolff  
(Signature of authorized officer)  
Executive Director

9/12/08  
Date

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of SEPT., 2008,

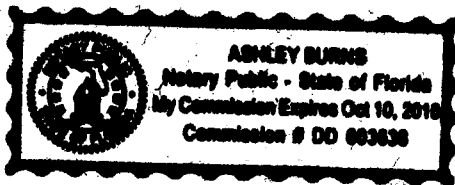
by Caroline Wolff who is personally known

to me or who has produced personally as identification and who  did ( did not) take an oath.

**NOTARY:**

By: Ashley Burns  
Notary of Public (Signature)  
ashley burns  
expires: 10/10/10

(Notary Stamp)



**COUNTY: ST. JOHNS COUNTY**

By: Thomas G. Manuel

\_\_\_\_\_  
(Signature of authorized officer)  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

**ATTEST: CLERK OF CIRCUIT COURT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE**

By: Michael D. Hurst

Title: Deputy County Attorney

Date: 9/30/08

PAYMENT REQUEST  
COST REIMBURSEMENT CONTRACT

Mail to: Ann Henry, Contracts Coordinator  
St. Johns County Social Services Department  
1955 US 1 South, Suite D9  
St. Augustine, FL 32086

(Enter Month/Year of Request)

Please call with any questions:

Tel: (904) 209-6142 Fax: (904) 209-6141

E-Mail: ahenry@co.stjohns.fl.us

Agency: St. Gerard Campus, Inc.  
Mailing Address: P.O. Box 4382  
St. Augustine, FL 32085  
Phone: (904) 829-5516  
E-MAIL: sgerardcampus01@bellsouth.net  
FAX: (904) 825-2858

a. NAME OF EACH PROGRAM RECEIVING FUNDING FROM	b. TOTAL FY2009 BUDGET AMOUNT	c. ATTACH PROOF OF PAYMENT/PAID INVOICES TO THIS INVOICE	d. TOTAL AMOUNT INVOICED TO ST. JOHNS COUNTY	CONTRACT BALANCE AFTER THIS INVOICE
Adoption Related services provided, compliant with Florida Statutes 320.08062 and 320.08058 (30) for clients annually	\$7,000.00		\$	\$
<b>TOTAL</b>			\$	

Total Invoice \$

I certify that all services on this report have been performed in compliance with applicable statutes and regulations, and in accordance with the approved County contract.

Signature of authorized representative

DATE

FOR ST. JOHNS COUNTY USE ONLY	
CERTIFIED BY:	_____
DATE:	_____
AUTHORIZED BY:	_____
DATE:	_____



**Exhibit 2**  
**DEMOGRAPHICS REPORT** (Demographics of Clients Served in Program)

**DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM**  
*Program Name: St. Gerard Campus, Inc. - Choose Life Funds*

**UNDUPLICATED CLIENT CHARACTERISTICS**

Reporting Period : ↵ October 1, 200__ through March 31, 200__ ↵ April 1, 200__ through September 30, 200__		# of Clients served in Program	
<b>AGE GROUP</b>			
	5 and under		
	6 - 12 years		
	13 - 17 years		
	18 - 59 years		
	60 -64 years		
	65 & over		
	<b>Total</b>		
<b>GENDER</b>		<b>Children (0-17)</b>	<b>Adults (18 &amp; up)</b>
	Male		
	Female		
	<b>Total</b>		
<b>RACE</b>			
	American Indian or Alaska Native		
	Asian		
	Black or African American		
	Native Hawaiian or Pacific Islander		
	White		
	Unknown		
	<b>Total</b>		
<b>ETHNICITY</b>			
	Hispanic or Latino		
	Haitian		
	Other		
	Unknown		
	<b>Total</b>		
<b>LEGAL RESIDENCE AT REFERRAL</b>			
	32033		
	32145		
	32080		
	32082		
	32084		
	32085		
	32086		
	32092		
	32095		
	32259		
	Out of County		
	<b>Total</b>		
<b>INCOME LEVEL</b>			
	\$0-\$19,152.00 Annually		
	\$19,153.00-\$23,490 Annually		
	\$23,491.00-\$28,728.00 Annually		
	\$28,729.00-\$33,516.00 Annually		
	\$33,517.00-\$38,304.00 Annually		
	\$38,305.00-\$43,092.00 Annually		
	Over \$43,093.00 Annually		
	<b>Total</b>		

### COMMON POLICY DECLARATIONS

SCANNED

MAR 07 2008

UNDERWRITERS AT LLOYDS, LONDON

CERTIFICATE NUMBER BA0700481-1743

PREVIOUS NUMBER NEW

AUTHORITY REFERENCE NO.

PFDBA0700481

1. NAMED INSURED & MAILING ADDRESS  
ST. GERARD CAMPUS, INC.  
P.O. BOX 4382  
ST. AUGUSTINE, FL 32085

AMELIA UNDERWRITERS, INC.  
P. O. BOX 16569  
FERNANDINA BEACH, FL 32035-3127  
USA

2. POLICY PERIOD: From 01/07/08 to 01/07/09  
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS		PREMIUM
<input checked="" type="checkbox"/>	COMMERCIAL PROPERTY	\$ 3220.00
<input type="checkbox"/>		\$
<input checked="" type="checkbox"/>	FHCF ASSESSMENT	\$ 32.55
<input checked="" type="checkbox"/>	STATE SURCHARGE	\$ 4.00
PREMIUM SHOWN IS PAYABLE:		TOTAL POLICY PREMIUM
\$ 3220.00	AT INCEPTION	\$36.55 \$3256.55

\*\*THE DEPOSIT PREMIUM CONTAINED HEREIN IS THE MINIMUM FOR THIS POLICY.

4. FORMS APPLICABLE TO ALL COVERAGE PARTS:

SLC-3 NMA2868, SLC3USA, LSW1001, LSW1136B, NMA362, NMA464, NMA1191, LMA5020, NMA2341, NMA2342, NMA2802, NMA2915, NMA2920, NMA2962, IL0255, CP0125, MEPHUR, U002, U284, LMA5018, DCJ6555, CP0010, CP0090, LMA5092, CP1030, CP1033, CP1054

5. BUSINESS DESCRIPTION: EDUCATION/COUNSELING FACILITY & DAYCARE

6. SERVICE OF SUIT MAY BE MADE UPON: (SEE FORM LMA5020)

7. IN THE EVENT OF A CLAIM, PLEASE NOTIFY THE FOLLOWING:

AMELIA UNDERWRITERS, INC.  
P. O. BOX 16669  
FERNANDINA BEACH, FL 32035-3127

COUNTERSIGNED: *[Signature]*  
MARCH 4, 2008  
DATE  
SLC3USA.MODIFIED 2/99

BY:

*[Signature]*  
AUTHORIZED CORRESPONDENT

EXHIBIT 3 - 10 PAGES



**COVER NOTE**

**THIS COVER NOTE BEING FOR 100% COVERS ITS PRO RATA PROPORTION OF THE LIMITS OF LIABILITY AND PREMIUM SPECIFIED HEREIN.**

**PLACED WITH: LLOYD'S UNDERWRITERS, LONDON, ENGLAND, COMPRISING:**

	<b>SYNDICATE NO.</b>	<b>PSEUDONYM</b>
<b>PROPERTY AND/OR INLAND MARINE</b>	<b>50%</b>	<b>#780</b>
	<b>50%</b>	<b>#1206</b>
	<b>0%</b>	<b>#2007</b>
	<b>0%</b>	<b>#1225</b>
		<b>ADV GERLING</b>
		<b>NVA</b>
		<b>AES</b>

---

**100.00%**

---

**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

The Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial Property Conditions, the Coverage Form(s) and the Endorsements indicated as applicable. (See "COMMON POLICY DECLARATIONS" for items 1 and 2)

**POLICY NO. BA0700481-1743**

**NAMED INSURED: ST. GERARD CAMPUS, INC.**

**3. DESCRIPTION OF PREMISES**  "X" IF SUPPLEMENTAL DECLARATIONS ATTACHED

Prem. No.	Bldg. No.	Location, Construction, Year Built and Occupancy
1	1	1405 U.S. 1 SOUTH, ST. AUGUSTINE, FL 32084 FRAME / 1958 / OFFICE, CLASSROOM & CHAPEL
1	2	1405 U.S. 1 SOUTH, ST. AUGUSTINE, FL 32084 JM / 1958 / DAYCARE, HOUSEPARENTS ROOMS, REC ROOM & LAUNDRY
1	3	1405 U.S. 1 SOUTH, ST. AUGUSTINE, FL 32084 FRAME / 1995 / STORAGE BUILDING
1	4	1405 U.S. 1 SOUTH, ST. AUGUSTINE, FL 32084 JM / 1997 / STORAGE BUILDING

**COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance*	Rate	Premium
1	1	BUILDING	280,000	SPECIAL	90%	.80	1,680
1	1	CONTENTS	100,000	SPECIAL	90%	.60	600
1	2	BUILDING	200,000	SPECIAL	90%	.40	800
1	2	CONTENTS	25,000	SPECIAL	90%	.40	100
1	3	BUILDING	2,700	SPECIAL	90%	.60	16
1	4	BUILDING	4,000	SPECIAL	90%	.40	16
1	4	CONTENTS	2,000	SPECIAL	90%	.40	8

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

**OPTIONAL COVERAGES - APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW.**

Prem. No.	Bldg. No.	Agreed Value Expiration Date	Coverage	Amount	Replacement Cost (X)		
					Building	Personal Property	Including "Stock"
1	1				X	X	
1	2				X	X	
1	3				X		
1	4				X	X	

Prem. No.	Bldg. No.	Inflation Guard (Percentage)		*Monthly Limit of Indemnity (Fraction)	*Maximum Period of Indemnity (X)	*Extended Period of Indemnity (Days)
		Building	Personal Property			

\*APPLIES TO BUSINESS INCOME ONLY

**4. MORTGAGE HOLDERS**

Prem. No.	Bldg. No.	Mortgage Holder Name and Mailing Address
1	1 & 2	PUTNAM STATE BANK 350 STATE ROAD 19 NORTH, PALATKA, FL 32177

<b>5. DEDUCTIBLE</b>	\$1,000	<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b>	<b>\$3,220</b>
----------------------	---------	---	----------------

6. FORMS / ENDORSEMENTS APPLICABLE (To All Coverages)	To Specific Premises / Coverages			Form Number
	Prem. No.	Bldg. No.	Coverages	
SEE SCHEDULE OF FORMS AND ENDORSEMENTS				

DCJ6555 (07/02)

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COMMON POLICY DECLARATIONS

THIS POLICY IS ISSUED BY THE COMPANY NAMED BELOW

COMPANY NAME: Landmark American Insurance Company, 115 S.W. 89<sup>th</sup> Street, Oklahoma City, OK 73139-8501  
(An Oklahoma Stock Company)

BRANCH ADDRESS: Executive Offices:  
945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: LBA01331000

RENEWAL OF: NEW

NAMED INSURED:  
ST. GERARD CAMPUS, INC.

SCANNED

MAR 07 2008

MAILING ADDRESS:

P O BOX 4382  
SAINT AUGUSTINE FL 32085

POLICY PERIOD: From 01/07/2008 to 01/07/2009 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	ADDRESS: 220 S. RIDGEWOOD AVE. DAYTONA BEACH, FLORIDA	PREMIUM
Commercial Property	LIC # 0000001 PROD. AGT. NAME: JOHN REGAN 308 N. MAIN STREET	\$ NOT COVERED
Commercial General Liability	PROD. AGT. ADDRESS: 308 N. MAIN STREET PROD. AGT. CITY: DAYTONA BEACH	\$ 4,100.00
Commercial Inland Marine	THIS POLICY IS ISSUED SUBJECT TO THE FLORIDA FAIR PLAY LAWS AND IS SUBJECT TO THE FLORIDA FAIR PLAY LAWS. THE FLORIDA FAIR PLAY LAWS REQUIRE THAT THE POLICY BE SUBJECT TO THE FLORIDA FAIR PLAY LAWS. THE FLORIDA FAIR PLAY LAWS REQUIRE THAT THE POLICY BE SUBJECT TO THE FLORIDA FAIR PLAY LAWS.	\$ NOT COVERED
Commercial Professional Liability	QUANTER: 1 DATE: 1/9/08 PREMIUM: _____ TAX: _____ FILING FEE: _____ FEE: _____	\$ NOT COVERED
Annual Minimum and Deposit Premium	COUNTERSIGNED: Phil Adams	\$ 4,100.00
Audit Period: Annual unless otherwise stated:		
SL taxes & fees \$21.50; SVC \$4.22; FHC \$42.10; POLICY \$35.00; INSPECTION \$75.00	TRIA Premium	\$ EXCLUDED
Other _____	Other charges (SL taxes, fees)	\$ 356.82
	TOTAL POLICY PREMIUM	\$ 4,456.82

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS - GBA900002

BUSINESS DESCRIPTION: EDUCATIONAL FACILITY/DAYCARE

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

AGENCY NAME / ADDRESS:  
MacDuff Underwriters Inc  
220 S Ridgewood Ave  
Daytona Beach, FL 32114  
PATRICK HUCKER FL 32114

Countersigned: 01/09/08 Date:

By: Phil Adams  
Authorized Representative

GBA 900001 0507

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**COMMERCIAL GENERAL LIABILITY COVERAGE  
PART DECLARATIONS**

"X" if Supplemental Declarations attached

1. POLICY NO.: 1BA01331000

EFFECTIVE DATE: 01/07/2008

2. NAMED INSURED: ST. GERARD CAMPUS, INC.

**3. LIMITS OF INSURANCE**

General Aggregate Limit (Other Than Products - Completed Operations)	\$ 1,000,000	
Products-Completed Operations Aggregate Limit	\$ 1,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 100,000	Any One Premise
Medical Expense Limit	\$ 5,000	Any One Person

Coverage A of this insurance does not apply to injury caused by a wrongful act which was committed before the Retroactive Date, if any shown here: Retroactive Date: \_\_\_\_\_ (Enter Date or "None" if no Retroactive Date)

LOCATIONS INCLUDING ZIP CODE OF ALL PREMISES YOU OWN, RENT OR OCCUPY (Enter "same" if same location as your mailing address):  
1405 US 1 SOUTH, SAINT AUGUSTINE, FL 32084

Your interest in such premises:	Owner	Lessee	Tenant	Other	RATE		ADVANCE PREMIUM		
					PRICO	ALL OTHER	FA/CO	ALL OTHER	
DAY CARE CENTERS-NFP-Products /Completed Operations are subject to the General Aggregate Limit	41716	Each		12	INCLUDED	18.209	INCLUDED	500MP	
SMELTERS, MISSION, SETTLEMENT OR HALFWAY HOUSES-NOT CHURCH OR OFFICE BUILDING-Products /Completed Operations are subject to the General Aggregate Limit	67017	Area		7,417	INCLUDED	153.470	INCLUDED	2,500MP	
Schools-private-high-NFPO-Products /Completed Operations are subject to the General Aggregate Limit	4748	Each		30	INCLUDED	14.379	INCLUDED	1,000MP	
<b>TOTAL ADVANCE PREMIUM</b>							\$	006	4,000.00
<b>TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART</b>							\$		4,000.00

4. FORMS AND ENDORSEMENTS APPLICABLE (other than applicable Forms and Endorsements shown elsewhere in this policy)  
\*Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS - GBA900002**

\*Entry optional if shown on Common Policy Declarations

5. FORM OF BUSINESS:

Individual  Joint Venture  Partnership  Limited Liability Company  Corporation  Other

THESE DECLARATIONS, WHEN COMBINED WITH THE COMMON POLICY DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

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GBA 100001 1105

### RSUI GL Worksheet

FAQ USED OR MP

gba100001 total 4,000.00  
 gba100002 total  
 gba100003 total  
 GL Grand Total 4,000.00  
 GL Total from GBA900001

Class code 41716  
 Class code 67017  
 Class code \_\_\_\_\_  
 Class code 4748  
 Class code \_\_\_\_\_  
 Class code \_\_\_\_\_  
 Class code \_\_\_\_\_  
 Class code \_\_\_\_\_  
 Class code \_\_\_\_\_

Modification factor \_\_\_\_\_  
 Modification factor \_\_\_\_\_  
 Modification factor \_\_\_\_\_  
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 Modification factor \_\_\_\_\_  
 Modification factor \_\_\_\_\_



COMMERCIAL LINES SUPPLEMENTAL DECLARATIONS

POLICY NO.: LBA01331000

ST. GERARD CAMPUS, INC.

NAMED INSURED:

SCHEDULE OF ENDORSEMENTS

FORM NUMBER	TITLE
-------------	-------

Forms Applicable to this Coverage Part - MORE THAN ONE COVG PART

- GBA901001 06-07 POLICY JACKET
- GBA900001 06-07 COMMON POLICY DEC
- GBA904010 10-07 MINIMUM PREM AND MINIMUM RETAINED PREM
- GBA906005 12-05 EXCL OF TERRORISM
- GBA909001 04-07 SERVICE OF SUIT
- IL0017 11-98 COMMON POLICY CONDITIONS
- IL0021 05-04 NUCLEAR EXCLUSION
- RSG99018 01-06 NOTICE REJECTION TRIA

Forms Applicable to this Coverage Part - GENERAL LIABILITY

- GBA100001 11-05 COMM GL DECLARATION
- GBA104019 10-07 PREMIUM AUDIT AND MINIMUM RETAINED PREMIUM
- GBA104010 11-05 DEDUCTIBLE LIABILITY INSURANCE
- GBA104014 01-06 BASIS OF PREMIUM
- GBA106032 11-05 EXCL - LIQUOR ABSOLUTE
- GBA106059 11-05 EXCLS AND LIMITATIONS AMENDATORY
- CC0001 10-01 COMM'L GL COVERAGE FORM
- CG2139 10-93 CONTRACTUAL LIABILITY LIMITATION
- CG2230 07-98 EXCL - CORPORAL PUNISHMENT
- CG2271 10-01 COLLEGES OR SCHOOLS (LIMITED FORM)

Forms Applicable to this Coverage Part - STATE FORMS AND ENDT

- RSG99064 01-06 FLORIDA SURPLUS LINES DISCLOSURE NOTICE
- GBA909008 04-07 FLORIDA IMPORTANT NOTICE TO POLICYHOLDERS
- CG0220 11-06 FLORIDA CHANGBS - CANCELLATION AND NONRENEWAL

COMPANY

GBA 900002 1105

## LANDMARK AMERICAN INSURANCE COMPANY

*This Endorsement Changes The Policy. Please Read It Carefully.*

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability OR		\$	\$
Property Damage Liability OR		\$	\$
Bodily Injury Liability and Property Damage Liability combined		\$ 500	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

**THE DEDUCTIBLE ALSO APPLIES TO SUPPLEMENTARY PAYMENTS.**

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the SCHEDULE above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the SCHEDULE above. The deductible amount stated in the SCHEDULE above applies as follows:
1. **PER CLAIM BASIS.** If the deductible amount indicated in the SCHEDULE above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c. Under Bodily Injury Liability and/or Property Damage Liability Combined, to all damages sustained or incurred by any one person because of:
      - (1) "Bodily Injury";
      - (2) "Property damage"; or
      - (3) "Bodily Injury" and "property damage" combined
 as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

REGAN AGENCY  
PO BOX 697  
HASTINGS, FL 32145



Named insured

ST GERARD CAMPUS INC  
PO BOX 4382  
ST AUGUSTINE, FL 32085

Policy number: 04168064-6

Underwritten by:  
Progressive Express Ins Company  
March 20, 2008  
Policy Period: Mar 19, 2008 - Mar 19, 2009  
Page 1 of 3

**progressiveagent.com**  
**Online Service**  
Make payments, check billing activity, print policy documents, or check the status of a claim.

**904-692-5969**  
**REGAN AGENCY**  
Contact your agent for personalized service.

**800-444-4437**  
For customer service if your agent is unavailable or to report a claim.

# Commercial Auto Insurance Coverage Summary

## This is your Renewal Declarations Page

Your coverage began on March 19, 2008 at 12:01 a.m. This policy expires on March 19, 2009 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms 2435FL (12/06), 222B (07/05), 1652FL (08/06), 2852FL (10/04), 4757FL (10/04), 4852FL (10/04), 4881FL (10/04) and 1198 (01/04).

The named insured organization type is a corporation.

### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$3,789
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist Non-Stacked	\$1,000,000 combined single limit		1,005
Basic Personal Injury Protection			207
Without Work Comp-Named Insured Only	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		123
Comprehensive			243
See Schedule Of Covered Autos	Limit of liability less deductible		
Collision			584
See Schedule Of Covered Autos	Limit of liability less deductible		
<b>Subtotal policy premium</b>			<b>\$5,951.00</b>
Florida Hurricane Catastrophe Fund Assessment			59.51
Fees			25.00
<b>Total 12 month policy premium</b>			<b>\$6,035.51</b>
Discount if paid in full			-262.60
<b>Total 12 month policy premium if paid in full</b>			<b>\$5,772.91</b>

### Rated drivers

1. EPIGENIA DIAZ
2. EDWARD WOLFF
3. CAROLINE WOLFF
4. EDWARD MARKEY

Form 6489 FL (05/06)





Policy number: 04168064-6  
 ST GERARD CAMPUS INC  
 Page 2 of 3

**Auto coverage schedule**

1. <b>2000 GMC Mini Van</b>		Stated Amount: \$15,000		Radius: 50	
VIN: 1GKDM19WZ7B513709		Garaging Zip Code: 32084			
Liability Premium	Liability \$1,263	UM/UIM BI \$335	PIP \$69	Med Pay \$41	
Physical Damage Premium	Comp Deductible \$500	Comp Premium \$73	Collision Deductible \$500	Collision Premium \$180	Auto Total \$1,961
2. <b>2002 GMC Safari</b>		Stated Amount: \$26,000		Radius: 50	
VIN: 1GKDM19X828516520		Garaging Zip Code: 32084			
Liability Premium	Liability \$1,263	UM/UIM BI \$335	PIP \$69	Med Pay \$41	
Physical Damage Premium	Comp Deductible \$500	Comp Premium \$109	Collision Deductible \$500	Collision Premium \$244	Auto Total \$2,061
3. <b>2004 GMC Safari</b>		Stated Amount: \$12,000		Radius: 50	
VIN: 1GKDM19XX48505215		Garaging Zip Code: 32084			
Liability Premium	Liability \$1,263	UM/UIM BI \$335	PIP \$69	Med Pay \$41	
Physical Damage Premium	Comp Deductible \$500	Comp Premium \$61	Collision Deductible \$500	Collision Premium \$160	Auto Total \$1,929

**Premium discounts**

Policy	04168064-6	Renewal
Vehicle	2000 GMC Mini Van	ABS and Air Bag
	2002 GMC Safari	ABS and Air Bag
	2004 GMC Safari	ABS and Air Bag

**Additional Insured information**

1. Additional Insured	SJC BOARD OF CTY CO 4020 LEWIS SPDW ST AUGUSTINE, FL 32084
-----------------------	---

**Agent signature**



ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT  
TO ST. JOHNS COUNTY  
(Continued)

BY St. Gerard Campus, Inc.  
For Fiscal Year Ending SEPTEMBER 30, 2009

Utilizing additional pages if necessary, please provide the following information for each sub-class of the above Primary and Secondary Expenditures:

Date of Check	Check No.	Purpose of Expenditure	Amount
Total Expenditures:			

Fiscal Year Ending Balance \$ \_\_\_\_\_  
(Total Revenues less Total Expenditures)

UNDER PENALTY OF PERJURY I DO HEREBY SWEAR OR AFFIRM THAT NO FEES RECEIVED FROM THE SPECIALTY LICENSE PLATE PROGRAM, OR INTEREST FROM THE INVESTMENT OF THOSE FEES HAVE BEEN EXPENDED FOR COMMERCIAL OR FOR-PROFIT ACTIVITIES NOR FOR GENERAL OR ADMINISTRATIVE EXPENSES EXCEPT AS AUTHORIZED BY F.S. 320.08058 OR TO PAY THE COST OF THE AUDIT OR REPORT REQUIRED BY F.S. 320.08062 AND THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
(Signature or organization head) (Date)

\_\_\_\_\_  
(Printed name) (Title)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, \_\_\_\_\_ BY \_\_\_\_\_  
(Month) (Year) (Name of person making statement)

WHO (Check One)  
\_\_\_\_\_ IS PERSONALLY KNOWN TO ME, OR  
\_\_\_\_\_ PRODUCED IDENTIFICATION \_\_\_\_\_  
(Type of ID Produced)

\_\_\_\_\_  
(Signature of notary public) (Print, Type, or Stamp commissioned name of notary public)

**ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT  
TO ST. JOHNS COUNTY**

BY St. Gerard Campus, Inc.  
For Fiscal Year Ending SEPTEMBER 30, 2009

Annual Plate Fees Received from St. Johns County

Date of Check	\$ Amount

Total Plate Fees Received

\$ \_\_\_\_\_

Interest Earned on Fees

\$ \_\_\_\_\_

Total Revenues

\$ \_\_\_\_\_

Annual Plate Fee Expenditures

Primary Expenses	Women	Infants	Total
Clothing			
Housing			
Medical Care			
Food			
Utilities			
Transportation			
Subtotal:			

Percentage of Distributed Fees Utilized: \_\_\_\_\_%

Secondary Expenses	Women	Infants	Total
Counseling			
Training			
Advertising			
Adoption			
Subtotal:			

Percentage of Distributed Fees Utilized: \_\_\_\_\_%

Total Expenditures: \$

Total Percent of Plate Fee Distributions Utilized: \_\_\_\_\_%