

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 6, 2007

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with The Palm Beach Shakespeare Festival, Inc. for the period February 6, 2007, through August 1, 2007, in an amount not-to-exceed \$25,000 for the Fifth Annual Sunset at Carlin Music Series.

**Summary:** This funding is to assist with costs being incurred by Palm Beach Shakespeare Festival, Inc. (PBSF) for the Fifth Annual Sunset at Carlin Music Series being held at Carlin Park in January, February, and March of 2007. Approximately 5,000 people are anticipated to attend the concerts. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to January 1, 2007. Funding is from the Recreation Assistance Program (RAP). District 1 (AH)

**Background and Justification:** PBSF is a not-for-profit educational/theatrical organization whose mission is to enhance the educational, recreational, and cultural quality of life in Palm Beach County. PBSF provides community concerts at Carlin Park each year to provide residents and visitors with free cultural events. This program is well received and well attended by the public.

The total cost of contractual services, public relations services, management fees, insurance, and other miscellaneous expenses associated with the concerts is approximately \$25,000. The \$25,000 from the Recreation Assistance Program - District 1 will offset these costs. The Agreement has been executed on behalf of The Palm Beach Shakespeare Festival, Inc., and now needs to be approved by the Board of County Commissioners.

**Attachment:** Agreement

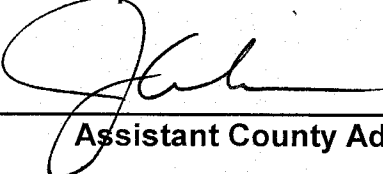
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Recommended by:

  
Department Director

1-12-07  
Date

Approved by:

  
Assistant County Administrator

1/30/07  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>25,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>25,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Unit R901  
 Object 8201 Program N/A

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

Recreation Assistance Program

District 1      3600-583-R901-039-8201      \$25,000

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

1-23-07  
 OFMB  
1/23/07  
 B. Legal Sufficiency: 1/22/07 PM 1-18-07

1/29/07  
 Contract Development and Control  
1/29/07

This Contract complies with our  
contract review requirements.

Anne Delgant 1-30-07  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
THE PALM BEACH SHAKESPEARE FESTIVAL, INC.  
FOR FUNDING OF THE FIFTH ANNUAL SUNSET AT CARLIN MUSIC SERIES**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Palm Beach Shakespeare Festival, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "PBSF".

**W I T N E S S E T H:**

**WHEREAS**, PBSF is a not-for-profit educational/theatrical organization whose mission is to enhance the educational, recreational, and cultural quality of life in Palm Beach County; and

**WHEREAS**, PBSF is producing the fifth annual Sunset at Carlin Music Series in January, February, and March of 2007; and

**WHEREAS**, the Palm Beach County Parks and Recreation Department and the Palm Beach Post will act as co-sponsors with PBSF to provide a unique educational, recreational, and cultural opportunity by conducting these free of charge concerts for children, adults and families; and

**WHEREAS**, the total cost of said concerts is estimated to be approximately \$25,000 for contractual services (artist fees, stage, sound, lighting equipment, technical services, and personnel fees); public relations services (advertising, public relations, personnel fees, graphic artist fees); insurance fees; management fees (producer); and other miscellaneous expenses associated with the concerts; and

**WHEREAS**, PBSF has requested that County provide \$25,000 to assist with said concerts at Carlin Park; and

**WHEREAS**, funding for said Concerts in an amount not to exceed \$25,000 is available from the Recreation Assistance Program (RAP) – District 1; and

**WHEREAS**, educational, recreational, and cultural programs benefiting citizens of Palm Beach County are deemed a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed \$25,000 to PBSF for the concerts for contractual services (artist fees, stage, sound, lighting equipment, technical services, and personnel fees); public relations services (advertising, public relations, personnel fees, graphic artist fees); insurance fees; management fees (producer), and other miscellaneous expenses associated with the concerts, as specifically set forth in Exhibit "A", attached hereto and incorporated herein,

hereinafter referred to as the "Project".

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

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

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

3. PBSF incurred expenses for the Project beginning on January 1, 2007. Those costs incurred by PBSF for the Project, approved and submitted accordingly by PBSF subsequent to January 1, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

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

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

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

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

8. The term of this Agreement shall be until August 1, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event PBSF is in default of its obligations under this Agreement, the County shall provide PBSF thirty (30) days written notice to cure the default. In the

event PBSF fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by PBSF for the Project deemed to be in default and PBSF shall return any County RAP funds already collected by PBSF for the Project.

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

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

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

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

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

15. It is understood and agreed that PBSF is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, PBSF shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all

claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of PBSF, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

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

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

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

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

**Waiver of Subrogation.** PBSF hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PBSF shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, when a condition to the policy specifically prohibits such an endorsement, or voids coverage should PBSF enter into such an agreement on a pre-loss basis.

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

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

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

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

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

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

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

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

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

As to the County:

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

As to PBSF:

Director  
The Palm Beach Shakespeare Festival  
103 S. U.S. Highway 1, Suite 5  
Jupiter, FL 33477

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

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

**ATTEST:**  
**SHARON R. BOCK**, Clerk &  
Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner ,Addie L. Greene, Chairperson

**WITNESSES:**

Susan W. Yinger  
Deanna Bennett

**THE PALM BEACH SHAKESPEARE FESTIVAL**  
Tax I.D. Number: 85-0163785

By: VERMIT CHRISTMAN  
Name (Type or Print) VERMIT CHRISTMAN  
Title: \_\_\_\_\_

By: [Signature]  
Signature

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: [Signature]  
Dennis L. Eshleman, Director  
Parks and Recreation Department



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

Name of Agency: **Shakespeare by the Sea, Inc.**

Mailing Address: 103 South U.S. Highway One, Suite 5, Jupiter, FL 33447

Federal Employer Identification Number: 65-0165785

Name of President: Kermit Christman

Name of Executive Director: Same

Project Liaison Information:

Name: Kermit Christman

Telephone #: 561-762-8552

Fax #: 561-741-1610

e-mail: [pbsf@bellsouth.net](mailto:pbsf@bellsouth.net)

**PROJECT INFORMATION**

1. Name of Project: 5<sup>th</sup> Annual Sunset at Carlin Music Series

2. Project Description

- General (Project Scope):  
To serve residents/visitors with free cultural events
  
- Public Purpose:  
Free outdoor concerts *from January - March, 2007*
  
- Location: Carlin Park Amphitheatre, Jupiter
  
- Anticipated Number of Participants/Users: 5,000

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

Contractual Services, i.e., Artists fees, stage-sound-lighting equipment fees, technical crew fees.

Public relations services fees, i.e., Advertising costs, public relation representative fees, graphic artist fees.

Management fees (producer) *Insurance fees*  
*Other Miscellaneous Expenses associated with the Concerts*

4. Estimated Lump Sum Total for Project: \$ 25,000

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 01/01/07 to 05/01/07

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:  
Certificate of Insurance \_\_\_\_\_

Amount of Recreation Assistance Program Funding awarded

\$ 25,000

District 1

(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

\_\_\_\_\_  
Date

Grantee \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

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

Key Legend

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

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

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

\_\_\_\_\_  
Administrator Date

\_\_\_\_\_  
Financial Officer Date

PBC USE ONLY

County Funding Participation \$ \_\_\_\_\_

Total Project Costs To Date: \$ \_\_\_\_\_

County Obligation To Date \$ \_\_\_\_\_

County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_

County Funds Previously Disbursed \$ \_\_\_\_\_

County Funds Due this Billing \$ \_\_\_\_\_

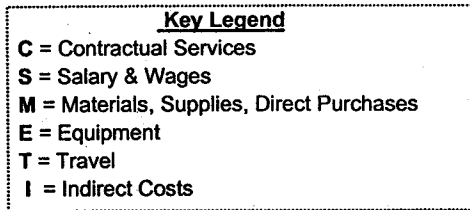
Reviewed and Approved By:

\_\_\_\_\_  
PBC Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

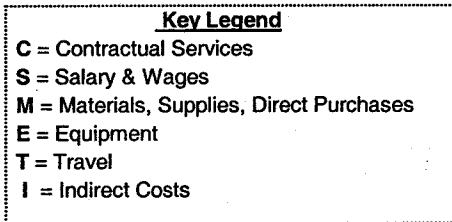
\_\_\_\_\_  
Date

**EXHIBIT B**

Contract Reimbursement Period: \_\_\_\_\_

TOTAL \$

Date \_\_\_\_\_



**EXHIBIT B**  
**(cont'd.)**

Page 3 of

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID: S1 PBSHA-1	DATE (MM/DD/YYYY) 02/08/06
<b>PRODUCER</b> The Flastridge Agency-PB00 10337 N Military Trail Palm Beach Gardens FL 33410 Phone: 561-630-4955 Fax: 561-630-4966		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Palm Beach Shakespeare Festival 103 U.S. Hwy. 1 Ste F-5 Jupiter FL 33477		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAC #</b>
		INSURER A: Canal Indemnity Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
PROD. ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A X	<input checked="" type="checkbox"/> GENERAL LIABILITY	GL90469	01/29/06	01/29/07	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMMOD AGG	Included
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	<input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	Commercial Applica	GL90469	01/29/06	01/29/07		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS: Certificate holder shown is listed as additional insured.	
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CERTIFICATE HOLDER	CANCELLATION
0000000  Palm Beach County BOCC c/o Parks & Recreation Dept. Melissa Garvin 2700 5th Ave North Lake Worth FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Charles E. Knudsen</i>

November 11, 2006

Susan Yinger  
Palm Beach County Parks and Recreation  
Grant Support Manager  
2700 6<sup>th</sup> Avenue South  
Lake Worth, Florida 33461

Dear Susan:

Pursuant to your request, please be advised that the Palm Beach Shakespeare Festival is not required by Florida State law to carry Workman's Compensation.

Therefore, we have chosen not to purchase Workman's Compensation.

Thank you for your assistance.

Best wishes,

Kermit Christman  
Producing Director  
Palm Beach Shakespeare Festival  
103 South U.S. Highway 1  
Suite F-5  
Jupiter, Florida 33477

