

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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

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 September 30, 2007, in an amount not-to-exceed \$25,000 for funding of Shakespeare by the Sea XVII.

Summary: This funding is to assist with costs incurred by The Palm Beach Shakespeare Festival, Inc. (PBSF) for the Shakespeare by the Sea XVII, "Pericles", to be presented from July 12, 2007, through July 22, 2007, at Carlin Park. Approximately 10,000 people are anticipated to attend the performance. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to September 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 1 (AH)

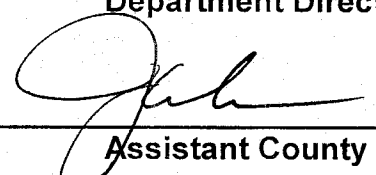
Background and Justification: PBSF is a not-for-profit educational/theatrical organization whose mission is to enhance the educational, recreational, and cultural quality of life in Palm Beach County. The Parks and Recreation Department and various corporations acted as co-sponsors with PBSF to provide a unique educational, recreational, and cultural opportunity by producing the free theatrical performance of "Pericles" at Carlin Park from July 12 through July 22, 2007.

The total cost of reimbursement requested for contractual services, public relations services, insurance, management fees, and other miscellaneous expenses associated with the performance is \$25,000, which will be provided from the Recreation Assistance Program – District 1. 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

Recommended by: 
Department Director

1/18/07
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>
NET FISCAL IMPACT	<u>25,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Recreation Assistance Program

District 1 3600-583-R901-040-8201 \$25,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

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

Jan 29-07
Contract Development and Control
1/29/07
This Contract complies with our
contract review requirements.

Anne Helgant 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 SHAKESPEARE BY THE SEA XVII AT CARLIN**

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 Shakespeare by the Sea XVII at Carlin Park from July 12, 2007, through July 22, 2007; and

WHEREAS, the Shakespeare by the Sea XVII production is the play "Pericles"; and

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

WHEREAS, the total cost of Shakespeare by the Sea XVII is estimated to be approximately \$25,000 for contractual services (artist fees, stage-sound-lighting equipment fees, technical crew/personnel fees), public relations services (advertising costs, public relation representative fees, and, graphic artist fees), insurance fees, management fees (producer), and other miscellaneous expenses associated with the performances; and

WHEREAS, PBSF has requested that County provide \$25,000 to assist with said theatrical performances in Carlin Park; and

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

WHEREAS, educational, recreational, and cultural programs benefitting 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 performances of Shakespeare by the Sea XVII for contractual services (artist fees, stage-sound-lighting equipment fees, technical crew/personnel fees), public relations services (advertising costs, public relation representative fees, and, graphic artist fees), insurance fees, management fees (producer), and other miscellaneous expenses associated with the Performance, 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, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by 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 September 1, 2006. Those costs incurred by PBSF for the Project, approved and submitted accordingly by PBSF subsequent to September 1, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but 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 September 30, 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 September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2006, through September 30, 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 December 30, 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:

Frank W. Yager
Veronica Kennell

THE PALM BEACH SHAKESPEARE FESTIVAL
Tax I.D. Number: 65-0165785

By: _____

Name (Type or Print)
Title: _____

By: _____

Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____

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

PROJECT INFORMATION

1. Name of Project: Shakespeare by the Sea XVII – "Pericles"

2. Project Description

- General (Project Scope):
To serve residents/visitors with free cultural events
- Public Purpose:
Free Shakespeare performances – July 12-22, 2007
- Location: Carlin Park Amphitheatre, Jupiter
- Anticipated Number of Participants/Users: 10,000

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)

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). 09/01/06 to 09/30/07

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 X

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



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

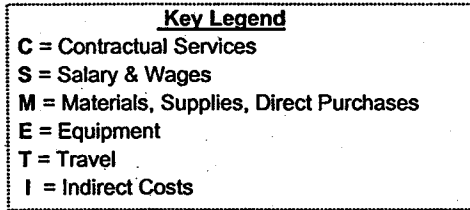


EXHIBIT B

Project Name: _____

Contract Reimbursement Period: _____

[illegible]

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Date _____

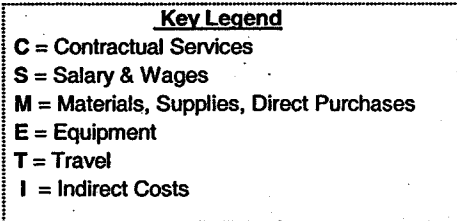


EXHIBIT B
(cont'd.)

Page 3 of

ACORD CERTIFICATE OF LIABILITY INSURANCE		CP ID: S1 PBSHA-1	DATE (MM/DD/YYYY) 02/08/06
PRODUCER The Plastridge Agency-PB00 10337 N Military Trail Palm Beach Gardens FL 33410 Phone: 561-630-4955 Fax: 561-630-4966		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.	
INSURED Palm Beach Shakespeare Festival 109 U.S. Hwy. 1 Ste F-5 Jupiter FL 33477		INSURERS AFFORDING COVERAGE	NAIC #
		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.						
NEW/OLD LTR. RENEW	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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PERV <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	GD90469	01/29/06	01/29/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) MED EXP (Any one person) PERSONAL & ADJ INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG	\$1000000 \$50000 \$5000 \$1000000 \$2000000 Included
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$ \$
	<input type="checkbox"/> EXCESS UNDEVELOPED LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$ \$	\$ \$ \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.				WORKERS COMPENSATION EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	\$ \$ \$ \$
A	Commercial Application	GD90469	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.

CERTIFICATE HOLDER Palm Beach County SOCC c/o Parks & Recreation Dept. Melissa Garvin 2700 5th Ave North Lake Worth FL 33461	CANCELLATION 00000000 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. ...</i>
--	--

November 11, 2006

Susan Yinger
Palm Beach County Parks and Recreation
Grant Support Manager
2700 6th 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

