

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 27, 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 Boynton Regional Symphony Orchestra, Inc. for the period February 27, 2007, through July 30, 2007, in an amount not-to-exceed \$2,500 for public concerts.

Summary: This funding is to help offset the cost of public concerts to be held in various locations in the spring of 2007. The Agreement allows for the reimbursement of eligible project costs incurred by the Boynton Regional Symphony Orchestra, Inc. subsequent to May 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 3 (AH)


Background and Justification: Boynton Regional Symphony Orchestra, Inc. is a not-for-profit agency that organizes and leads trained musicians in public concerts of classical music. Concerts will be held various locations including Boynton Beach High School. The concerts are anticipated to be attended by approximately 700 people.

Boynton Regional Symphony Orchestra, Inc. has requested that the County provide \$2,500 to help offset costs of the concerts for personnel costs, operational expenses, equipment, and other miscellaneous expenses related to the concerts. The funding from the Recreation Assistance Program –District 3 provides the \$2,500. The Agreement has been executed on behalf of Boynton Regional Symphony Orchestra, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

4/30/07
Date

Approved by: 
Assistant County Administrator

2/27/07
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>2,500</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>2,500</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 R903
 Object 8201 Program N/A

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

Recreation Assistance Program

District 3 3600-583-R903-033-8201 \$2,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Elizabeth Blasen 5/1/07
 OFMB
ms 2/1/07
AM 2/1/07

Dr. J. Jacob 2/12/07
 Contract Development and Control
 G. Jones 2/2/07

B. Legal Sufficiency:

Anne Delmont 2-5-07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOYNTON REGIONAL SYMPHONY ORCHESTRA, INC. FOR PUBLIC CONCERTS

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 Boynton Regional Symphony Orchestra, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Boynton Regional Symphony Orchestra".

WITNESSETH:

WHEREAS, Boynton Regional Symphony Orchestra is a not-for-profit corporation that organizes and leads trained musicians in public concerts of classical music; and

WHEREAS, Boynton Regional Symphony Orchestra offers the symphonic concerts to the general public in various locations to educate and inspire the study of music; and

WHEREAS, approximately seven hundred (700) people are anticipated to attend the concerts; and

WHEREAS, Boynton Regional Symphony Orchestra has requested \$2,500 from County to help offset Concert costs to include personnel costs, operational expenses, equipment, and other miscellaneous expenses related to the concerts; and

WHEREAS, County desires to provide funding to assist Boynton Regional Symphony Orchestra with costs for the Concerts; and

WHEREAS, funding to assist Boynton Regional Symphony Orchestra with the Concerts in an amount not-to-exceed \$2,500 is available from the Recreation Assistance Program (RAP) - District 3; and

WHEREAS, cultural and recreational programs serve 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 \$2,500 to Boynton Regional Symphony Orchestra for public Concerts to help offset personnel costs, operational expenses, equipment, and other miscellaneous expenses related to the Concerts, as 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 Boynton Regional Symphony Orchestra 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 Boynton Regional Symphony Orchestra. Said information shall list each invoice paid by Boynton Regional Symphony Orchestra and shall include the vendor invoice number; invoice date; and the amount paid by Boynton Regional Symphony Orchestra along with the number and date of the respective check and/or proof of payment for said payment. Boynton Regional Symphony Orchestra shall attach a copy of each vendor invoice paid by Boynton Regional Symphony Orchestra along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Boynton Regional Symphony Orchestra's Program Administrator and Project Financial Officer shall certify the total funds spent by Boynton Regional Symphony Orchestra on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Boynton Regional Symphony Orchestra and approved by Boynton Regional Symphony Orchestra as indicated.

3. Boynton Regional Symphony Orchestra incurred expenses for the Project beginning on May 1, 2006. Those costs incurred by Boynton Regional Symphony Orchestra for the Project approved and submitted accordingly by Boynton Regional Symphony Orchestra subsequent to May 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 Boynton Regional Symphony Orchestra 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. Boynton Regional Symphony Orchestra warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Boynton Regional Symphony Orchestra 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. Boynton Regional Symphony Orchestra shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until July 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Boynton Regional Symphony Orchestra is in default of its obligations under this Agreement, the County shall provide Boynton Regional Symphony Orchestra thirty (30) days written notice to cure the default. In the event Boynton Regional Symphony Orchestra 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 Boynton Regional Symphony Orchestra for the Project deemed to be in default and Boynton Regional Symphony Orchestra shall return any County RAP funds already collected by Boynton Regional Symphony Orchestra for that 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. Boynton Regional Symphony Orchestra shall complete the Project by April 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 1, 2006, through April 30, 2007. Boynton Regional Symphony Orchestra shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before July 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Boynton Regional Symphony Orchestra may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Boynton Regional Symphony Orchestra's request for said extension.

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

13. Boynton Regional Symphony Orchestra 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 Boynton Regional Symphony Orchestra. 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 Boynton Regional Symphony Orchestra 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, Boynton Regional Symphony Orchestra 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 Boynton Regional Symphony Orchestra, 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 Boynton Regional Symphony Orchestra is eligible to receive reimbursement from the County.

16. Boynton Regional Symphony Orchestra 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 of acceptance of insurance maintained by Boynton Regional Symphony Orchestra are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Boynton Regional Symphony Orchestra under the Agreement.

Commercial General Liability. Boynton Regional Symphony Orchestra 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. Boynton Regional Symphony Orchestra shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Boynton Regional Symphony Orchestra shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Boynton Regional Symphony Orchestra shall provide this coverage on a primary basis.

Additional Insured. Boynton Regional Symphony Orchestra 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. Boynton Regional Symphony Orchestra shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Boynton Regional Symphony Orchestra 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 Boynton Regional Symphony Orchestra 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 Boynton Regional Symphony Orchestra enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Boynton Regional Symphony Orchestra 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, Boynton Regional Symphony Orchestra shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Boynton Regional Symphony Orchestra shall maintain books, records, documents and other evidence that 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 Boynton Regional Symphony Orchestra, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Boynton Regional Symphony Orchestra 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, Boynton Regional Symphony Orchestra 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 agreement, either written or oral, relating to this Agreement. This 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 Boynton Regional Symphony Orchestra:

President
Boynton Regional Symphony Orchestra, Inc.
2484 Via Primo Street
Lake Worth, FL 33467

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.

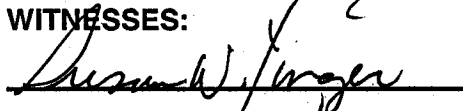
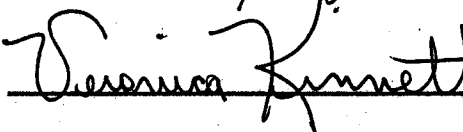
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

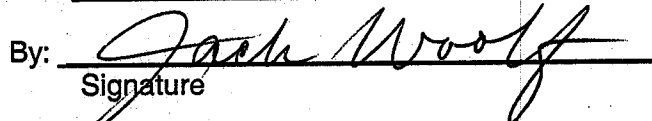
By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:



BOYNTON REGIONAL SYMPHONY ORCHESTRA, INC.
FEI Number: 841676877


By: JACK WOLF
Name (Type or Print)
Title: TREASURER

By: 
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 
Dennis Eshleman, Director
Parks and Recreation Department

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

Name of Agency: **Boynton Regional Symphony Orchestra**
Mailing Address: **6484 Via Primo Street, Lake Worth, FL 33467**

Federal Employer Identification Number: 841676877

Name of President: **ALEX DE FONSO**

Name of Executive Director:

Project Liaison Information:

Name: **JACK WOLFF**
Telephone #: **561-641-3358**
Fax #:
e-mail: **vejahok@comcast.com**
PROJECT INFORMATION

1. Name of Project: **Concerts at Boynton Beach High School Auditorium**

2. Project Description

- General (Project Scope, Dates, etc.):

**ORGANIZING AND LEADING TRAINED
MUSICIANS IN PUBLIC CONCERTS OF
CLASSICAL MUSIC**

- Public Purpose:

**PROVIDING SYMPHONIC CONCERTS TO
THE GENERAL PUBLIC TO EDUCATE AND**

- Location: **INSPIRE THE STUDY OF MUSIC**

VARIOUS VENUES IN PALM BEACH COUNTY

- Anticipated Number of Participants/Users:

600-800 TOTAL ATTENDEES

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.

**PERSONNEL COSTS, OPERATIONAL EXPENSES,
EQUIPMENT AND OTHER MISCELLANEOUS
EXPENSES RELATED TO CONCERTS.**

4. Estimated Lump Sum Total for Project: **\$ 2,500.00**

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). **MAY 1, 2006 to APRIL 30, 2007**

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

\$ 2,500
District **3**



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



Key Legend

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

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____
Submittal #: _____

Date: _____
Project Name: _____
Contract Reimbursement Period: _____

Check or Voucher

#	Payee (Vendor/Contractor)	Key	Number	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Invoice

Number	Date	Amount	Expense Description
TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Administrator

Date

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.

Financial Officer

Date



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

**PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

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

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
							TOTAL \$	

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

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.

 Administrator

 Date

 Financial Officer

 Date

Client#: 21281

BOYNTREG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/06

PRODUCER
Cypress Insurance Group RC/CL
P O Drawer 9328
Fort Lauderdale, FL 33310-9328
954 771-0300

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
Boynton Regional Symphony Orchestra Inc
P. O. Box 742121
Boynton Beach, FL 33474

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Burlington Insurance Company	
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.

REN ADD'L LTP INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	167B007481	03/09/06	03/09/07	EACH OCCURRENCE \$1,000,000. DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000. MED EXP (Any one person) \$5000. PERSONAL & ADV INJURY \$1,000,000. GENERAL AGGREGATE \$1,000,000. PRODUCTS - COMP/OP AGG included
	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 (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN 'EA ACC \$ AUTO ONLY' AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATU- TORY LIMITS OTHL ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Non Profit Symphony Orchestra
Additional Insured applies to certificateholder

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
c/o Parks & Recreation Dept.
2700 Sixth Avenue South
Lake Worth, FL 33461

CANCELLATION

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 OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Donald H. Bond

BOYNTON REGIONAL SYMPHONY ORCHESTRA, INC.

**P.O. Box # 742121
Boynton Beach, FL. 33474-2121**

January 22, 2007

Palm Beach County Board of County Commissioners
c/o Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL. 33461
Att: S. Yinger

Dear Ms. Yinger,

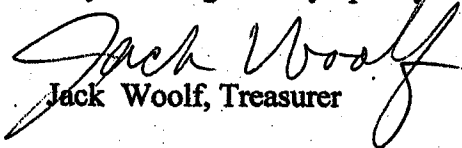
This is to reconfirm that the Boynton Regional Symphony Orchestra, Inc. does not have any employees as our participants are community volunteers. Therefore, we do not have a need for workmen's compensation insurance.

Also, I am enclosing the following:

- copy of the required Liability Insurance certificate.
- copy of Exhibit "A" to agreement.
- Both executed originals of the agreement.

As always, do not hesitate to contact me if you have any questions or additional requirements.

Very truly yours,
Boynton Regional Symphony Orchestra, Inc.,


Jack Woolf, Treasurer