Agenda Item #: 3.M.6.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	April 10, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Parks and Recreation		
Submitted By:	Parks and Recreation Departmen	<u>t</u>	
Submitted For	: Parks and Recreation Departmen	<u>t</u>	
	I. EXECUTIVE	BRIEF	

Motion and Title: Staff recommends motion to approve: Agreement with the City of West Palm Beach for the period April 10, 2007, through September 28, 2007, in an amount not-to-exceed \$7,500 for the Kaleidoscope 2007 event.

Summary: This funding is to help offset costs for Kaleidoscope 2007 held by the City of West Palm Beach on January 28, 2007 in downtown West Palm Beach. The event attracted approximately 25,000 attendees and 16,000 student, parent, and teacher participants. The Agreement allows for the reimbursement of eligible project costs incurred by West Palm Beach subsequent to January 28, 2007. Funding is from the Recreation Assistance Program (RAP). <u>District 2</u> (AH)

Background and Justification: The City of West Palm Beach, in conjunction with the School Board of Palm Beach County sponsors and produces the annual Kaleidoscope event. Kaleidoscope 2007 was a celebration of many cultures, featuring 17 "villages" created through partnerships with local cultural organizations and Palm Beach County public schools, two stages of ethnic entertainment, a kids' area, International Bazaar, and food and refreshments from around the world.

The total cost of the event was approximately \$82,600 for contractual services, operational expenses, equipment, and other miscellaneous project/program expenses. The \$7,500 from the Recreation Assistance Program - District 2 will help offset a portion of those costs. The Agreement has been executed on behalf of the City of West Palm Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:

Department Director

Approved by:

Assistant County Administrator

Date

January 19-07

Date

January 19-07

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Imp	act:			
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	-0- 7,500 -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	7,500	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	******				
Is Item Included in Currer Budget Account No.:	nt Budget? Fund <u>360</u> Object <u>81</u>	<u>0</u> Departmer		R902	
B. Recommended Source	es of Fund	s/Summary of	Fiscal Impact	! .	
Recreation Assistance	ce Program				
District 2 366	00-583-R90	2-075-8101	\$7,500		
C. Departmental Fiscal F	Review:		kopelakis	/	
	<u>III.</u>	REVIEW COM	<u>IMENTS</u>		
A. OFMB Fiscal and/or C. Other Department Rev	13/23/27 3/26/ 23/26/	407 <u> </u>	Contract Devel	. Hawler &	•
Department Director					

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP06-07\District 2\West Palm Beach\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH FOR FUNDING OF THE KALEIDOSCOPE 2007 EVENT

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 City of West Palm Beach, a Florida Municipal Corporation, hereinafter referred to as "West Palm Beach".

WITNESSETH:

WHEREAS, West Palm Beach, in conjunction with the School Board of Palm Beach County, produced the Kaleidoscope 2007 Event on January 28, 2007, in downtown West Palm Beach; and

WHEREAS, Kaleidoscope 2007 was a celebration of many cultures, featuring seventeen (17) "villages" created through partnerships with local cultural organizations and Palm Beach County public schools, two stages of ethnic entertainment, a kids' area, International Bazaar, and food and refreshments from around the world; and

WHEREAS, the Kaleidoscope 2007 Event was attended by approximately 25,000 attendees and 16,000 students, parents, and teachers; and

WHEREAS, the total cost of the Kaleidoscope 2006 Event was \$82,600 for contractual services, operational expenses, equipment, and other miscellaneous project/program expenses; and

WHEREAS, West Palm Beach has requested from County an amount not-to-exceed \$7,500 to help offset costs paid for the Event; and

WHEREAS, County desires to provide funding to offset costs for the Event in an amount not to exceed \$7,500; and

WHEREAS, funding for the Event in an amount not-to-exceed \$7,500 is available from the Recreation Assistance Program (RAP) - District 2; and

WHEREAS, West Palm Beach's cultural arts, recreational, and community entertainment Events are deemed to 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 \$7,500 to West Palm Beach for

the Event for contractual services, operational expenses, equipment, and other miscellaneous project/program expenses, 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 West Palm Beach 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 West Palm Beach. Said information shall list each invoice paid by West Palm Beach and shall include the vendor invoice number; invoice date; and the amount paid by West Palm Beach along with the number and date of the respective check or proof of payment for said payment. West Palm Beach shall attach a copy of each vendor invoice paid by West Palm Beach 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, West Palm Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by West Palm Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by West Palm Beach and approved by West Palm Beach as indicated.
- 3. West Palm Beach incurred expenses for the Project beginning on January 28, 2007. Those costs incurred by West Palm Beach for the Project, approved and submitted accordingly by West Palm Beach subsequent to January 28, 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 West Palm Beach 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. West Palm Beach 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.

- 6. West Palm Beach shall be responsible for all costs of operation and maintenance of the Project, including all associated costs.
- 7. The term of this Agreement shall be until September 28, 2007, commencing upon the date of execution by the parties hereto.
- 8. The parties agree that, in the event West Palm Beach is in default of its obligations under this Agreement, the County shall provide West Palm Beach thirty (30) days written notice to cure the default. In the event West Palm Beach 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 West Palm Beach for the Project deemed to be in default and West Palm Beach shall return any County RAP funds already collected by West Palm Beach for that Project.
- 9. 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 8 above.
- 10. West Palm Beach shall complete the Project by June 28, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 28, 2007, through June 28, 2007. West Palm Beach shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 28, 2007. Upon written notification to County at least ninety (90) days prior to that date West Palm Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny West Palm Beach's request for said extension.
- 11. In the event West Palm Beach 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 West Palm Beach. The determination that West Palm Beach has ceased or suspended the Project shall be made by County and West Palm Beach agrees to be

bound by County's determination.

- 12. West Palm Beach 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 West Palm Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
- 13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".
- 14. It is understood and agreed that West Palm Beach 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. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, West Palm Beach shall indemnify, defend, and hold harmless County, its officers, agents and/or employees from and against any and all actions, claims, or damages arising out of West Palm Beach's, its agents, servants, and/or employees acts, errors, or omissions in connection with 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 West Palm Beach is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, West Palm Beach acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event West Palm Beach maintains third-party commercial General Liability

and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, West Palm Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

West Palm Beach agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Prior to execution of this Agreement by the County, West Palm Beach shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. 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.

Compliance with the foregoing requirements shall not relieve West Palm Beach of its liability and obligations under this Agreement.

- 15. Upon request by County, West Palm Beach shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 16. West Palm Beach 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 West Palm Beach, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 17. The County and West Palm Beach 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.
- 18. 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.
- 19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, West Palm Beach 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.

- 20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
- 21. 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 West Palm Beach: City Administrator City of West Palm Beach P.O. Box 3366 West Palm Beach, FI 33402

22. 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:	Ву:
Deputy Clerk	Commissioner Addie L. Greene,
ATTECT: 01	Chairperson
ATTEST:	CITY OF WEST PALM BEACH
By: Slas Sauthe. City Clerk	By:
Oity Clerk	CITY ATTORNEY'S OFFICE
APPROVED AS TO FORM AND	Approved as to form and read with control of the co
LEGAL SUFFICIENCY	CONDITIONS By:
LEGAL SUFFICIENCY	Date: 13107
By:	By: Minin Men
County Attorney	Dennis L. Eshleman, Director
County / Monitoy	Parks and Recreation Department
	i ains and necreation bepartment

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

Name of Municipality: West Palm Beach

Mailing Address: P.O. Box 3366, West Palm Beach, FL 33402

Name of Mayor: Lois Frankel

Name of City Manager: City Administrator: Ed Mitchell

Project Liaison Information: Name: Mary Pinak

Telephone #: 561.822.1515 ext. 1518

Fax #: 561.822.1525 e-mail: mpinak@wpb.org

PROJECT INFORMATION

- Name of Project: Kaleidoscope 2007
- **Project Description**
 - General (Project Scope): Kaleidoscope 2007 is a celebration of many cultures featuring 17 villages created by local cultural groups with Palm Beach County schools, two stages of ethnic entertainment, a kids' area, International Bazaar and food and refreshments from around the world.
 - Public Purpose: Community-wide celebration.
 - Location: Downtown West Palm Beach
 - Anticipated Number of Participants/Users: 25,000 attendees 16,000 students/parents/teachers
- 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:

Operational:

Other miscellaneous project/program expenses

Equipment

- 4. Estimated Lump Sum Total for Project: \$_82,600
- Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed 5. and all invoices paid). 1/28/08 0 7 6/28/96 67/ 6/28/96 _ to _

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	
7. A	mount of Recreation Assistance Program Funding awarded	\$ 7,500 District 2 (filled in by County
Form	available online by request. Contact Susan Yinger at svinger@pbcgov.cor	, , ,

EXHIBIT A



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee			Project I	Name: _					
ubmission #:			Reimbursement Period:						
em	·	<u>Key</u>	Project Costs This Submission	· -	Cumula Project C				
ontractual Servic	ees	(C)		-					
alary & Wages (9	% of salaries)	(S)		_					
aterials, Supplies	s, Direct Purchases	(M)		_		·			
quipment		(E)		- ,		······································			
avel		(T)	·	- -					
direct Costs		(1)		-					
	TOTAL PROJECT COST	rs :		=					
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	t.							
expenses were in	ereby certify that the above curred for the work identified in the attached progres	ied as	Certification: I h been maintained expenses report request.	l as require	ed to support th	e project			
dministrator	Date		Financial Office	*		Date			

	PBC USE ONLY	
County Funding Participation	\$	
Total Project Costs To Date:	\$	
County Obligation To Date	\$	·
County Retainage (%)	\$	·
County Funds Previously Disburse	ed \$	
County Funds Due this Billing	\$	
Reviewed and Approved By:		
	PBC Project Administrator	Date
· -	Department Director	Date



	PALM BEACH COUNTY
	PARKS AND RECREATION DEPARTMENT
COL	NTRACTUAL SERVICES PURCHASE SCHEDULE

				•		v				
	TORIDA .	C = Contractua S = Salary & W	/ages Supplies, D	nd Direct Purchases	:	RKS AND RECREA	S PURCHASE S			EXHIBIT B
		1 – Indirect Oc		······································		[Date			
		Grantee:				Pr	oject Name:			· · · · · · · · · · · · · · · · · · ·
		Submittal #:			·	· Co	ontract Beimburse	ement Period:		
							on the state of th	ornome i ornod.		
				Check or	Voucher	In	voice			
#	Payee (Vendor/Contract	or)	Key	Number	Date	Number	Date	Amount	Expens	se Description
										·
2			<u> </u>						· ·	
3				•					•	•
	***			 				· · · · · · · · · · · · · · · · · · ·		
<u>5</u> 6										
7				-				• •	·	
8								· · · · · · · · · · · · · · · · · · ·		· ·
9										
10								·		
11										
12						***************************************				· · · · · · · · · · · · · · · · · · ·
13			· .			. · · · <u></u>			·	
14			 -							
15				· · · · · · · · · · · · · · · · · · ·		- · · · · · · · · · · · · · · · · · · ·				
16			 ·			<u> </u>	TOTAL \$			
							ΙΟΙΛΕΦ			
	Certification: I hereby cer accomplishing this projec		chases no	oted above were	used in				contract, cancelled checks, and the costs reported above and	
	Administrator			Date		<u></u>	Financial Office	·r	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.)

	***************************************		Cneck or	voucner	Invoice			
#	Payee (Vendor/Contractor)	Key	Number	Date	. Number	Date	Amount	Expense Description
								· · · · · · · · · · · · · · · · · · ·
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
•								
						***************************************	· · · · · · · · · · · · · · · · · · ·	
				•				
			·					
				-				And the second s

								· · · · · · · · · · · · · · · · · · ·
					· ·			
		· · · · · · · · · · · · · · · · · · ·		·				
							· · · · · · · · · · · · · · · · · · ·	
	The state of the s		·					
—								
						·		
					· · · · · · · · · · · · · · · · · · ·			
						TOTAL \$		
						IOIAL		
	Certification: I hereby certify that the pu	urchases r	oted above were	used in	Certification: The	ereby certify that	t bid tabulations, ex	xecuted contract, cancelled checks, and other as required to support the costs reported above
	accomplishing this project.				and are available			is required to support the costs reported above
						The state of the s	· - 4	
						· 		
	Administrator		Date			Financial Officer		Date

ODUCER 1-305-592-6080 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION OF INFORMATION OF INFORMATION OF A MATTER OF INFORMATION OF INFORMATI	<u>AC</u>	0	RD, CERTIFIC	CATE OF LIABII	LITY INS	URANCE		DATE (MM/DD/YYYY) 02/23/07
INSURERS AFFORDING COVERAGE NAIC # NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO NRIBERO	oduce thur thur 00 N.	Я Ј. (Ј. (Gallagher & Co Flori Gallagher Risk Manageme	1-305-592-6080	THIS CERTONLY AND HOLDER.	TIFICATE IS ISS D CONFERS N THIS CERTIFICA	UED AS A MATTER O O RIGHTS UPON TH ATE DOES NOT AMEN	F INFORMATION E CERTIFICATION D, EXTEND ON
NBURERA TIlinois Union Insurance Company NBURERA Midwest Employers Casualty Casualty Casualty Casualty Casualty Casualty Casualty Casualty Casualty Casua			33166	· · · · · · · · · · · · · · · · · · ·	INSURERS A	FFORDING COV	'ERAGE	NAIC#
INSURERS Midwest Employers Casualty Company INSURERS INSURER		We	st Palm Beach					
TO PRINCIPAL DE LABILITY ANY AUTO				•	INSURER B: M1d	west Employer	s Casualty Company	· · · · · · · · · · · · · · · · · · ·
VERRAGES HE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTAN NY RECUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUE AY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERRIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF OUCLES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. MORE THE OWNER OF THE POLICIES DESCRIBED HERRIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF OUCLES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. MORE THE OWNER OF THE OWNER OF THE POLICIES OF THE POLICY OF THE TOWN AND CONDITIONS OF THE POLICY OF	. 43	,	scienc, suice /					
VERAGES HE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTAM YREDIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUE ANY PERITAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF JOURNAL AND CONDITIONS OF JO	t Pa	lm 1	Beach, FL 33407		·			
HE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTAN Y RECUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CEPTER WE BE ISSUE ANY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESORIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAMS. ADDITIONAL PROPERTY OF THE POLICIES DESORIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAMS. ADDITIONAL PROPERTY OF THE POLICIES DESORIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE LIMIT SHOWN HAVE BEEN REDUCED BY PAID CLAMS. ADDITIONAL PROPERTY OF THE POLICIES DESORIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE LIMIT SHOWN HAVE BEEN REDUCED BY PAID CLAMS. ADDITIONAL PROPERTY OF THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE INTO THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE INTO THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE INTO THE TERMS, EXCLUSIONS AND CONDITIONS OF OLICIES, AGGREGATE INTO THE TERMS, EXCLUSIONS AND CONDITIONS OF THE TERMS OF THE TERMS, EXCLUSIONS AND CONDITIONS OF THE TERMS OF THE TERMS, EXCLUSIONS AND CONDITIONS OF THE TERMS OF THE TERMS OF THE TERMS OF THE	VER	AGE	 S		INSURER E:	<u> </u>		
NSRID TYPE OF INSURANCE POLICYNOMBER DATE NUMBORYY) GENERAL LIABILITY COMMERCIAL GENERAL LUBILITY CLAIMS MADE COCUR COMBINED SINGLE LIMBILITY ANY AUTO ALI OWNED AUTOS HRED AUTOS HRED AUTOS BODILY INJURY (Per socident) S COMBINED SINGLE LIMBIT CEN SOCIED LID AUTOS HRED AUTOS BODILY INJURY (Per socident) S COCUR CLAIMS MADE PROPERTY DAMAGE (Per socident) S AUTO ONLY: EA ACCIDENT AUTO ONLY: EA ACCIDENT AUTO ONLY: AGG S AUTO ONLY: AGG S AUTO ONLY: AGG S AUTO ONLY: AGG S AGGREGATE S 4,000,00 AGGREGATE S 4,000,00 AGGREGATE S 4,000,00 COCUR CLAIMS MADE EXCESSIUMBRELLALIABILITY DEDUCTIBLE X RETENTION S 250,000 WORKERS COMPENSATION AND EL CISEASE: EA EMPLOYEE S 1,000,000 CTHER CHAIR MADE COCUR CLAIMS MADE S 1,000,000 COTHER	NY R IAY P	EQUI ERT/	IREMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORDE	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	R DOCUMENT WITH HEREIN IS SUBJECT	H RESPECT TO WI	HICH THIS CERTIFICATE M	IAY BE ISSUED O
COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR PERSONAL & ADVINUARY \$ GENERAL AGGREGATE LIMIT APPLIES PER: POLICY PRODUCTS . COMP/OP AGG \$ COMBINED SINGLE LIMIT \$ AUTO ONLY - EA ACCIDENT \$ COMBINED SINGLE LIMIT \$ COMBINED SINGLE LI	ADD'I INSRI		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	3
CLAIMS MADE		GEN	NERAL LIABILITY			, · · · · · · · · · · · · · · · · · · ·		\$
PERSONAL & ADV INJURY S								
GENERAL AGGREGATE LIMIT APPLIES PER POLICY POLICY LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS ANY AUTO AND ANY AUTO AGGREGATE EXCESS/UMBRELLA LIABILITY AGG \$ COUR CLAIMS MADE AGGREGATE AGG \$ \$ AGGREGATE \$ \$ AUTOONLY EA ACCIDENT AGG \$ \$ AGGREGATE \$ \$ AGGREGATE \$ \$ AUTOONLY EA ACCIDENT AUTOONLY EA ACCIDENT \$ AUTOONLY EA ACCIDENT AUTOONLY EA ACCIDE			CLAIMS MADEOCCUR					
GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS GRARGE LIABILITY ANY AUTO AUTOONLY -EA ACCIDENT \$ CHERTHAN AUTOONLY -EA ACCIDENT \$ CHERT		\vdash		,				
POLICY	,	GEN	V'L AGGREGATE LIMIT APPLIES PER					· · · · · · · · · · · · · · · · · · ·
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS HIRED AUTOS HIRED AUTOS ANY AUTO AUTO ONLY: AGG S AUTO ON						· · · · · · · · · · · · · · · · · · ·		
SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO ANY AUTO EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION \$ 250,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POPPIETOR/PARTNER/EXECUTIVE OFFICE/MINEMESTE EXCLUDED? WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MINEMESTE EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER THAN ACCIDENT \$ AUTO ONLY: EACH OCCURRENCE \$ 4,000,00 AGGREGATE \$ 4,000,00 WCSTATU- TORY LIMITS X OTH- TORY LIMITS X		AUT	FOMOBILE LIABILITY					\$
NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) \$								\$
PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT \$ OTHER THAN EAACC \$ AUTO ONLY: AGG \$ OTHER THAN AUTO ONLY: AGG \$ AUTO ONLY: AGG \$ OTHER THAN AUTO ONLY: AGG \$ AGG \$ EXCESS/UMBRELLA LIABILITY AGG \$ AGGREGATE \$4,000,00 AGGREGATE \$4,000,00 AGGREGATE \$4,000,00 AGGREGATE \$4,000,00 BUDDUCTIBLE \$5 WCSTATU: X OTHER THAN AUTO ONLY: AGG \$ IN CLAIMS MADE \$5 WCSTATU: X OTHER THAN AUTO ONLY: AGG \$ IN CLAIMS MADE \$1,000,000 EMPLOYERS' LIABILITY AUTO ONLY: AGG \$ EMPLOYERS' LIABILITY \$1,000,000 EMPLOYERS' LIABILITY \$1,000,000 EMPLOYERS' LIABILITY \$1,000,000 ELL DISEASE - EA EMPLOYEE \$1,000,000 ELL DISEASE - POLICY LIMIT \$1,000,000 OTHER			1 ·					\$
ANY AUTO AUTO ONLY: AGG \$ \$ 4,000,00 AGGREGATE \$ 4,000,00 AGGREGATE \$ 4,000,00 \$ \$ WC STATU- TORY LIMITS X OTH- TORY LIMITS X ER EL EACH ACCIDENT EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE \$ 1,000,000 Types Claid Provisions below OTHER								\$
EXCESS/UMBRELLA LIABILITY DEDUCTIBLE		GAF	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
EXCESS/UMBRELLA LIABILITY X OCCUR			ANY AUTO				UITE ONLY	<u> </u>
DEDUCTIBLE X RETENTION \$ 250,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER REXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER \$ 10/01/06 10/01/07 10/01/0		EXC	CESS/UMBRELLA LIABILITY	PEPG22905363	10/01/06	10/01/07		\$ 4,000,000
DEDUCTIBLE RETENTION \$ 250,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER EL DISEASE - POLICY LIMIT \$ 1,000,000		x	OCCUR CLAIMS MADE				AGGREGATE	\$4,000,000
WORKERS COMPENSATION AND EWC005256 WORKERS COMPENSATION AND EWC005256 10/01/06 10/01/07 WC STATU- X OTH- TORY LIMITS X ER EL. EACH ACCIDENT \$1,000,000 (If yes, describe under SPECIAL PROVISIONS below) OTHER		<u></u>	, ,					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER								
ELL EACH ACCIDENT \$1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1000		1 112 12 11 11 11	EWC005256	10/01/05	10/01/07	WC STATU- X OTH-	D
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER E.L. DISEASE - EA EMPLOYEE \$1,000,000 \$1,000,000	EMP	LOYE	RS' LIABILITY		10,01,08			\$1,000,000
If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 OTHER	OFF	PROF	PRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED?			,		\$1,000,000
	If yes	s, desc CIAL F	cribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$1,000,000
	ОТН	ER	t .					
								·
RIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	RIPT	10N O	FOPERATIONS/LOCATIONS/VEHICL	ES / EXCLUSIONS ADDED BY ENDORSEM	ENT/SPECIAL PROVIS	IONS		
	RTIF	ICA	TE HOLDER					\$
					DATE THEREOF	, THE ISSUING INSUR CERTIFICATE HOLDE	ER WILL ENDEAVOR TO MAIL R NAMED TO THE LEFT, BUT FA	30 DAYS WRIT
should any of the above described policies be cancelled before the exp m Beach County Parks and Recreation Dept. Should any of the above described policies be cancelled before the exp DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS W NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO	0 61	:h A	wenue South		REPRESENTATI	VES.	TY OF ANY KIND UPON THE IN	SURER, ITS AGENTS
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXP DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS W NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGE REPRESENTATIVES.			PT. 33461	· · · · · · · · · · · · · · · · · · ·	I AUTHORIZED RE	DDECEMTATIVE // /	V	
should any of the above described policies be cancelled before the exp m Beach County Parks and Recreation Dept. 0 6th Avenue South SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXP DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS W NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGE	ewo:	cth,	24 33401	USA	AGMICIALLE	PAESENIANTE I	(7)K)	

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)