

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 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 Marine Industries Association of Palm Beach County, Inc. for the period May 1, 2007, through June 30, 2007, in an amount not-to-exceed \$2,000 for the 2006 Holiday Boat Parade.

Summary: This funding is to assist with costs incurred by the Marine Industries Association of Palm Beach County Inc. for the 2006 Holiday Boat Parade of the Palm Beaches, which was held on December 2, 2006. The parade featured 52 participants and over 10,000 spectators. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to June 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 1 (AH)

Background and Justification: Marine Industries Association of Palm Beach County, Inc. is a not-for-profit corporation dedicated to providing safe and enjoyable boating in Palm Beach County. Marine Industries Association puts on a free annual holiday boat parade that benefits residents of at least seven municipalities from Riviera Beach to Jupiter. Besides the community event nature of the parade, the parade also benefits the U.S. Marine Corps Toys for Tots Program.

The total cost of the 2006 Holiday Boat Parade was approximately \$36,000 for traveling fireworks, printing, and vessel number boards. The \$2,000 from the Recreation Assistance Program - District 1 will help offset a portion of those costs. The Agreement has been executed on behalf of Marine Industries Association of Palm Beach County, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

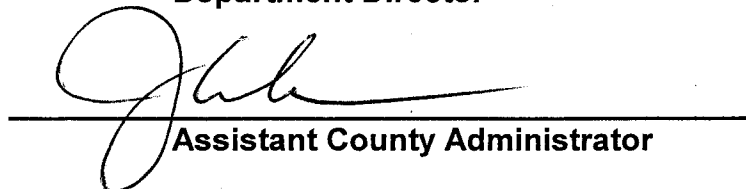
Recommended by:


Department Director

Date

4/3/07

Approved by:


Assistant County Administrator

Date

4/16/07

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>2,000</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>2,000</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-R901-046-8201 \$2,000

C. Departmental Fiscal Review: *in-kind match*

III. REVIEW COMMENTS

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

John D. [Signature] 4/10/07
 OFMB
 4/10/07
 ms
 4/9/07
 CN
 4/15/07

Dr. J. [Signature] 4/12/07
 Contract Development and Control
 E Jones 4/12/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Deleant 4/16/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND MARINE INDUSTRIES
ASSOCIATION OF PALM BEACH COUNTY, INC. FOR THE 2006 HOLIDAY BOAT
PARADE**

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 Marine Industries Association of Palm Beach County, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Marine Industries".

WITNESSETH:

WHEREAS, Marine Industries is a not-for-profit corporation dedicated to providing safe and enjoyable boating in Palm Beach County; and

WHEREAS, Marine Industries' annual Holiday Boat Parade of the Palm Beaches was held on December 2, 2006; and

WHEREAS, the Holiday Boat Parade is a free boat parade benefiting residents of seven municipalities from Riviera Beach to Jupiter; and

WHEREAS, the Holiday Boat Parade also benefits the U.S. Marine Corps Toys for Tots Program; and

WHEREAS, the 2006 Holiday Boat Parade cost approximately \$36,000 for traveling fireworks, printing, and vessel number boards; and

WHEREAS, Marine Industries has requested that County provide \$2,000 to assist in the funding of the 2006 Holiday Boat Parade; and

WHEREAS, County desires to provide funding to Marine Industries for the 2006 Holiday Boat Parade of the Palm Beaches; and

WHEREAS, funding for the 2006 Holiday Boat Parade in an amount not to exceed \$2,000 is available from the Recreation Assistance Program (RAP) – District 1; and

WHEREAS, events geared at promoting community unity, holiday festivities, and community service serve a public benefit; 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 \$2,000 to Marine Industries for the 2006 Holiday Boat Parade to help offset costs for the traveling fireworks display,

printing, vessel number boards, and other miscellaneous expenses, 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 Marine Industries 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 Marine Industries. Said information shall list each invoice paid by Marine Industries and shall include the vendor invoice number; invoice date; and the amount paid by Marine Industries along with the number and date of the respective check/proof of purchase for said payment. Marine Industries shall attach a copy of each vendor invoice paid by Marine Industries along with a copy of the respective check or proof of purchase and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Marine Industries' Program Administrator and Project Financial Officer shall certify the total funds spent by Marine Industries on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Marine Industries and approved by Marine Industries as indicated.

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

6. Marine Industries 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. Marine Industries shall be responsible for the operation and maintenance of the Project, including all associated costs.

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

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

12. In the event Marine Industries 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 Marine Industries. The determination that Marine Industries has ceased or suspended the Project shall be made by County and Marine Industries agrees to be bound by County's determination.

13. Marine Industries 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 Marine Industries. 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 Marine Industries 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, Marine Industries 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 Marine Industries, 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 Marine Industries is eligible to receive reimbursement from the County.

16. Marine Industries 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 Marine Industries are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Marine Industries under this Agreement.

Commercial General Liability. Marine Industries 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.

Marine Industries shall provide this coverage on a primary basis.

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

Additional Insured. Marine Industries 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." Marine Industries shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Marine Industries 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 Marine Industries 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 Marine Industries enter into such an agreement on a pre-loss basis.

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

18. Marine Industries 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 Marine Industries, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Marine Industries 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, Marine Industries 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, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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 Marine Industries:

Director
Marine Industries Association of Palm Beach County, Inc.
P.O. Box 7597
West Palm Beach, Fl 33405

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

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:

Susan W. Youngs

MARINE INDUSTRIES ASSOCIATION OF PALM BEACH COUNTY, INC.
FEI Number: 59-2834931

Terrence Kinnett

By: Alison Pruitt
Name (Type or Print)

Title: EXECUTIVE DIRECTOR

By: Alesa Frost

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____

By: Dennis L. Eshleman

County Attorney

Dennis L. Eshleman, Director
Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: Marine Industries Association, Inc.

Mailing Address: P.O. Box 7597, West Palm Beach, FL 33405

Federal Employer Identification Number: 59-2834931

Name of President: CHARLIE ISIMINGER, P.A.

Name of Executive Director: Alison Pruitt

Project/Project Liaison Information:

Name: Amy TOLDERLUND

Telephone #: 844-8056

Fax #: 863-0875

e-mail: SEAtoamy@aol.com

Purpose/Mission of Agency:

Non-for-profit organization to promote and protect the sound growth of the MIAPBC for the benefit and education of its members, community and environment

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: 2006 Holiday Boat Parade of the Palm Beaches

2. Project/ Program Description

- General (Project Scope): A family oriented free holiday event traveling up the waterway through 7 municipalities

- Public Purpose:

Family holiday event - also benefits Toys for Tots

- Location:

Intracoastal Waterway from Riviera Beach to Jupiter

- Anticipated Number of Participants/Users:

52 participants, 16 toy boats, tens of thousands of spectators

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

4. Estimated Lump Sum Total for Project/Program \$ 36,000.00

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).
June 1, 2006 to ~~March 30, 2007~~ March 30, 2007, ny
month/day/year month/day/year

(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 until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance _____

Amount of Recreation Assistance Program Funding awarded

\$ 2,000

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



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: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2006

PRODUCER (800) 448-3327
Mitchell York Cooper
Post Office Box 189

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.

Hobe Sound FL 33475-

INSURERS AFFORDING COVERAGE NAIC #

INSURED
Marine Industries Association of
Palm Beach County
Post Office Box 7597
West Palm Beach FL 33405-

INSURER A: ONE BEACON INSURANCE
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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		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	N5JH21244	12/09/2005	12/09/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		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 DEDUCTIBLE \$ RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is Additional Insured with respect to the Christmas Boat Parade on December 3, 2006.

CERTIFICATE HOLDER

() - () -

 Palm Beach County
 Office of Economic Development
 301 North Olive Avenue
 West Palm Beach FL 33404-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

INS025 (0108).05

ELECTRONIC LASER FORMS, INC. - (800)327-0545

Page 1 of 2

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.

Post-it® Fax Note 7671		Date 3-28-07	# of pages 1
To Dennis Eshleman	From Charles Isiminger		
Co./Dept.	Co.		
Phone #	Phone # 881-0003		
Fax # 963-6747	Fax # 881-8123		

March 28, 2007

Dennis Eshleman, Director
 Parks and Recreation Department
 2700 6th Avenue South
 Lake Worth, Florida 33461

**RE: Palm Beach County Recreation Assistance Program (RAP)
 Funding for the 2006 Holiday Boat Parade of the Palm Beaches**

Dear Mr. Eshleman:

The Marine Industries Association of Palm Beach County does not have any employees, and thusly, is not required by the State of Florida to carry Worker's Compensation Insurance.

Sincerely,

Marine Industries Association of Palm Beach County, Inc.



Charles C. Isiminger, P.E.
 President

07003.MIA.RAP.01



**MARINE
 INDUSTRIES
 ASSOCIATION
 OF PALM
 BEACH
 COUNTY,
 INC.**

P.O. Box 7597
 West Palm Beach, FL 33
 Phone: 561.832.8444
 Fax: 561.659.1824
 mia@marinophx.org