

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 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 Humane Society of Greater Jupiter-Tequesta, Inc., d/b/a Safe Harbor Animal Sanctuary and Hospital, for the period July 10, 2007, through August 21, 2007, in an amount not-to-exceed \$5,000 for funding of the 21st Annual Celebrity Dog Wash Festival.

Summary: This funding is to help offset costs incurred by the Safe Harbor Animal Sanctuary and Hospital for the 21st Annual Celebrity Dog Wash Festival held on March 3, 2007, at Carlin Park. The purpose of the Event was to raise funds for its no-kill facility and neutering of animals. The Event attracted approximately 6,000 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 30, 2007. Funding is from the Recreation Assistance Program (RAP) District 1 Funds. District 1 (AH)

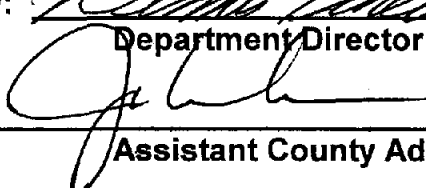
Background and Justification: Safe Harbor Animal Sanctuary and Hospital is a no-kill animal shelter in Jupiter that sponsors an annual community event to benefit its facility and programs. The Event featured a dog wash and festival with live bands.

The estimated total cost of the Event was \$80,000 for contractual services, personnel costs, operational expenses, supplies, equipment, and other miscellaneous Event expenses. The Agreement has been executed on behalf of the Humane Society of Greater Jupiter-Tequesta, Inc. d/b/a Safe Harbor Animal Sanctuary and Hospital, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

6/15/07
Date

Approved by: 
Assistant County Administrator

6/26/07
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND HUMANE SOCIETY OF
GREATER JUPITER-TEQUESTA, INC, DBA SAFE HARBOR ANIMAL SANCTUARY
AND HOSPITAL**

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 Humane Society of Greater Jupiter-Tequesta, Inc., dba Safe Harbor Animal Sanctuary and Hospital, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Safe Harbor".

WITNESSETH:

WHEREAS, Safe Harbor is a no-kill animal shelter in Jupiter that sponsors an annual community event to benefit Safe Harbor's facility and programs; and

WHEREAS, Safe Harbor held the 21st Annual Celebrity Dog Wash Festival on March 3, 2007, to raise funds for its no-kill facility and to promote spaying and neutering of animals (the Event); and

WHEREAS, the Event, which featured a dog wash and festival with live bands, was held at Carlin Park and was attended by approximately 5,000-7,000 participants; and

WHEREAS, the total cost of the Event was \$80,000 for contractual services, personnel costs, operational expenses, supplies, equipment, and other miscellaneous Event expenses; and

WHEREAS, Safe Harbor has requested \$5,000 from County to help offset Event expenses; and

WHEREAS, County desires to provide funding to Safe Harbor for the Event; and

WHEREAS, funding for the Event in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 1; and

WHEREAS, community recreational, entertainment, and charity events 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 \$5,000 to Safe Harbor for the Event for contractual services, personnel costs, operational expenses, entertainment,

supplies, and other miscellaneous Event 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 Safe Harbor 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 Safe Harbor. Said information shall list each invoice paid by Safe Harbor and shall include the vendor invoice number; invoice date; and the amount paid by Safe Harbor along with the number and date of the respective check/proof of purchase for said payment. Safe Harbor shall attach a copy of each vendor invoice paid by Safe Harbor 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, Safe Harbor's Program Administrator and Project Financial Officer shall certify the total funds spent by Safe Harbor on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Safe Harbor and approved by Safe Harbor as indicated.

3. Safe Harbor incurred expenses for the Project beginning on January 30, 2007. Those costs incurred by Safe Harbor for the Project, approved and submitted accordingly by Safe Harbor subsequent to January 30, 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 Safe Harbor 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. Safe Harbor warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Safe Harbor 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. Safe Harbor shall be responsible for the operation and maintenance of the Project including all associated costs.

8. The term of this Agreement shall be until August 21, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Safe Harbor is in default of its obligations under this Agreement, the County shall provide Safe Harbor thirty (30) days written notice to cure the default. In the event Safe Harbor 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 Safe Harbor for the Project deemed to be in default and Safe Harbor shall return any County RAP funds already collected by Safe Harbor 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. Safe Harbor shall complete the Project by May 21, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 30, 2007, through May 21, 2007. Safe Harbor shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 21, 2007. Upon written notification to County at least ninety (90) days prior to that date Safe Harbor may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Safe Harbor's request for said extension.

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

13. Safe Harbor 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 Safe Harbor. 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 Safe Harbor 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, Safe Harbor 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 Safe Harbor, 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 Safe Harbor is eligible to receive reimbursement from the County.

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

Commercial General Liability. Safe Harbor 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. Safe Harbor shall provide this coverage on a primary basis.

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

Additional Insured. Safe Harbor 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." Safe Harbor shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Safe Harbor 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 Safe Harbor 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 Safe Harbor enter into such an agreement on a pre-loss basis.

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

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

19. The County and Safe Harbor 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, Safe Harbor 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.

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 Safe Harbor:

Executive Director
Humane Society of Greater Jupiter-Tequesta, dba Safe Harbor Animal Sanctuary & Hospital
P.O. Box 1843
Jupiter, FL 33468-1843

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:
Linda Kerder
Ken J.

HUMANE SOCIETY OF GREATER JUPITER-TEQUESTA, INC., DBA SAFE HARBOR ANIMAL SANCTUARY & HOSPITAL
FEI Number: 59-2111-273

By: KAY-LYNETTE ROCA
Name (Type or Print)

Title: Executive Director

By: [Signature]
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: [Signature]
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: Humane Society of Greater Jupiter-Tequesta, Inc.
dba Safe Harbor Animal Sanctuary and Hospital
Mailing Address: P.O. Box 1843
Jupiter, FL 33468-1843
Federal Employer Identification Number: 59-2111-273

Name of President: Cory Rubal
Name of Executive Director: Kay-Lynette Roca
Project/Project Liaison Information:
Name: Linda Kender
Telephone #: 561-747-8084
Fax #: 561-747-8167
e-mail:

Purpose/Mission of Agency: This is a community recreational event that is held to benefit the Safe Harbor Animal Sanctuary & Shelter, a no-kill animal shelter.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **21st Annual Celebrity Dog Wash Festival**
2. Project/ Program Description
 - General (Project Scope): To raise funding for our shelter animals and to promote spay/neutering
 - Public Purpose: A dog wash and festival featuring live bands to benefite the Safe Harbor Animal Rescue Center
 - Location: Carlin Park – Held on March 3, 2007
 - Anticipated Number of Participants/Users: 5,000-7,000
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.
Elements: Contractual services, personnel costs, operational expenses, entertainment, supplies, and other miscellaneous Event expenses.
4. Estimated Lump Sum Total for Project/Program \$ 80,000
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). 1-30-07 to 5-21-07
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 X

Amount of Recreation Assistance Program Funding awarded

\$ 5,000
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		OP ID #4 SAFEH-1	DATE (MM/DD/YYYY) 05/04/07
PRODUCER Brown & Brown of Florida, Inc. 5900 N. Andrews Ave. #300 P.O. Box 5727 Ft. Lauderdale FL 33310-5727 Phone: 954-776-2222 Fax: 954-776-4446		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 Safe Harbor Animal Rescue & Shelter 185 East Indiantown Road # 211 Jupiter FL 33477		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: *Philadelphia Insurance Co.*	23850
		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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK139783	10/01/06	10/01/07	EACH OCCURRENCE \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK139783	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
						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 AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

The certificate holder is named as Additional Insured under the GL as required by written contract. *10 days notice of cancellation for non payment

CERTIFICATE HOLDER

PALMBEA

Board of County Commissioners
 Palm Beach Co Parks & Rec
 2700 6th Ave 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 OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/05/2007
PRODUCER (561) 746-4514 R J BERUBE INSURANCE INC 749 N US HIGHWAY 1		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.
TEQUESTA FL 33469-	INSURERS AFFORDING COVERAGE	
INSURED Humane Society of Greater Jupiter & 185 E. Indiantown Road Jupiter FL 33477-	INSURER A: COMMERCE & INDUSTRY INS INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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 ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	EACH OCCURRENCE \$								
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$								
		XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	MED EXP (Any one person) \$								
		XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	PERSONAL & ADV INJURY \$								
	GEN'L AGGREGATE LIMIT APPLIES PER:	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	GENERAL AGGREGATE \$								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$								
	<input type="checkbox"/> ANY AUTO	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	BODILY INJURY (Per person) \$								
	<input type="checkbox"/> ALL OWNED AUTOS	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	BODILY INJURY (Per accident) \$								
	<input type="checkbox"/> SCHEDULED AUTOS	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	PROPERTY DAMAGE (Per accident) \$								
	<input type="checkbox"/> HIRED AUTOS	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /									
	<input type="checkbox"/> NON-OWNED AUTOS	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /									
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$								
	<input type="checkbox"/> ANY AUTO	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	OTHER THAN EA ACC AGG \$								
	EXCESS/UMBRELLA LIABILITY	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	EACH OCCURRENCE \$								
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	AGGREGATE \$								
	<input type="checkbox"/> DEDUCTIBLE	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	\$								
	<input type="checkbox"/> RETENTION \$	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /	\$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC0657770	06/07/2006	06/07/2007	<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 100,000												
E.L. DISEASE - EA EMPLOYEE	\$ 100,000												
E.L. DISEASE - POLICY LIMIT	\$ 500,000												
	OTHER	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /									
		XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /									
		XXXXXXXXXXXXXXXXXXXXXXXXXXXX	/ /	/ /									

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

CERTIFICATE HOLDER () - () - BOARD OF COUNTY COMMISSION PALM BEACH COUNTY PARKS & RECREATION 2700 6TH 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 <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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