

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 21, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with The Busch Wildlife Sanctuary, Inc. for the period August 21, 2007, through December 30, 2007, in an amount not-to-exceed \$5,000 for environmental recreation activity programs.

Summary: This funding is to help offset expenses for environmental recreation activity programs offered by The Busch Wildlife Sanctuary, Inc. The activities offered through these programs serve approximately 16,000 – 20,000 participants annually. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to October 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 1 Funds. District 1 (AH)

Background and Justification: The Busch Wildlife Sanctuary, Inc. (the Sanctuary) is a not-for-profit organization dedicated to the protection and conservation of Florida's wildlife and natural resources through the efforts of wildlife rehabilitation and public education. The Sanctuary offers environmental activity programs for children and adults to teach about native plant and animal species and to allow participation in conservation efforts to protect and preserve Florida's wildlife and natural resources.

The total cost of the environmental recreation activity programs is approximately \$38,507 for personnel costs, audio/visual equipment, advertising, printed materials, administration and program participation, and other miscellaneous expenses relating to the program. The \$5,000 from RAP - District 1 will offset a portion of these costs. The Agreement has been executed on behalf of The Busch Wildlife Sanctuary, Inc., and now needs to be approved by the Board of County Commissioners.

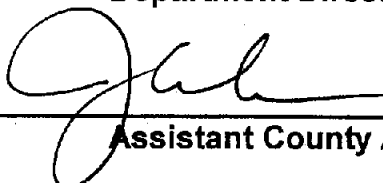
Attachment: Agreement

Recommended by:


Department Director

7-24-07
Date

Approved by:


Assistant County Administrator

8-2-07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</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>5,000</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 Units R901
 Object 8201 Program N/A

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

Recreation Assistance Program

District 1 3600-583-R901-052-8201 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Elizabeth Bloesch 7/31/07
 OFMB
 2/28/07
 7/30/07 7/25/11

Anne J. Jant 7/31/07
 Contract Development and Control
 6/20/07 7/31/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne J. Jant 8/1/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE BUSCH WILDLIFE
SANCTUARY, INC, FOR THE ENVIRONMENTAL RECREATION ACTIVITY
PROGRAM**

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 Busch Wildlife Sanctuary, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Sanctuary".

WITNESSETH:

WHEREAS, Sanctuary is a not for profit organization dedicated to the protection and conservation of Florida's wildlife and natural resources through the efforts of wildlife rehabilitation and public education; and

WHEREAS, Sanctuary offers environmental recreation activity programs for children and adults to teach about native plant and animal species and to allow them to participate in conservation efforts to protect and preserve Florida's wildlife and natural resources (Programs); and

WHEREAS, the Programs give children and adults the opportunity to learn first hand about local habitats, wildlife, conservation, and the impact humans have on the local environment; and

WHEREAS, the Programs are attended by 16,000 to 20,000 participants annually; and

WHEREAS, the total annual cost of the Programs is approximately \$38,507 for personnel costs, audio/visual equipment, advertising, printed materials, administration and program preparation, and miscellaneous program supplies; and

WHEREAS, Sanctuary has requested \$5,000 from County to help offset Program expenses; and

WHEREAS, County desires to provide funding to Sanctuary for the Programs; and

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

WHEREAS, environmental education and recreational programs 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 Sanctuary for the Programs for personnel costs, audio/visual equipment, advertising, printed materials, administration and program preparation, and miscellaneous program supplies, 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 Sanctuary 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 Sanctuary. Said information shall list each invoice paid by Sanctuary and shall include the vendor invoice number; invoice date; and the amount paid by Sanctuary along with the number and date of the respective check/proof of purchase for said payment. Sanctuary shall attach a copy of each vendor invoice paid by Sanctuary 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, Sanctuary's Program Administrator and Project Financial Officer shall certify the total funds spent by Sanctuary on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Sanctuary and approved by Sanctuary as indicated.

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

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

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

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

12. In the event Sanctuary 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

Sanctuary. The determination that Sanctuary has ceased or suspended the Project shall be made by County and Sanctuary agrees to be bound by County's determination.

13. Sanctuary 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 Sanctuary. 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 Sanctuary 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, Sanctuary 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 Sanctuary, 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 Sanctuary is eligible to receive reimbursement from the County.

16. Sanctuary 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. Sanctuary shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Sanctuary are not intended to and shall not in any

manner limit or qualify the liabilities and obligations assumed by Sanctuary under this Agreement.

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Sanctuary 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 ten (10) 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, Sanctuary shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Sanctuary 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, Sanctuary 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 Sanctuary:

Executive Director
The Busch Wildlife Sanctuary, Inc.
2500 Jupiter Park Drive
Jupiter, FL 33458

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. Yinger
Veronica Fennell

THE BUSCH WILDLIFE SANCTUARY, INC.
FEI Number: 59-2379003

By: DAVID HITZIG
Name (Type or Print)

Title: Executive Director

By: David Hitzig
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Dennis L. Eshleman
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: **The Busch Wildlife Sanctuary, Inc.**

Mailing Address: 2500 Jupiter Park Drive, Jupiter, FL 33458

Federal Employer Identification Number: 59-2379003

Name of President: Peter W. Busch

Name of Executive Director: David Hitzig

Project/Project Liaison Information:

Name: David Hitzig

Telephone #: (561)-575-3399

Fax #: (561)-744-5288

e-mail: buschwildlife@aol.com

Purpose/Mission of Agency: The Busch Wildlife Sanctuary is a non-profit organization dedicated to the protection and conservation of Florida's wildlife and natural resources through the efforts of wildlife rehabilitation and public education.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **Environmental Recreation Activity Program**
2. Project/ Program Description
 - General (Project Scope): The Environmental Recreation Activity Program at the Busch Wildlife Sanctuary is a curriculum based project geared towards families. Through this program children and adults are given the opportunity to learn about native plant and animal species, and participate in conservation efforts to protect and preserve Florida's wildlife and natural resources.
 - Public Purpose: Children and adults that participate in the Sanctuary's Environmental Recreation Activity Programs will learn about Florida ecology and wildlife. This program is unique in the sense that it gives children and adults the opportunity to learn first hand about local habitats, wildlife, conservation, and the impact humans have on the local environment.

- Location: Busch Wildlife Sanctuary, 2500 Jupiter Park Drive, Jupiter, Florida 33458. These recreation programs will be open to the general public and presented in the Sanctuary's Cypress Amphitheater every Monday through Friday at 3:00pm and at 11:00am and 2:30pm on Saturdays. Additional wildlife encounter programs will also take place at 4pm on Mondays, a story-time program at 9:30am on Wednesdays, and a bird of prey program at 12:30pm on Thursdays, and a reptile program at 2pm on Fridays.
- Anticipated Number of Participants/Users: 16,000 to 20,000

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.

Recreation Specialist (program facilitator)
 Audio/Visual Equipment
 Advertising
 Printed Materials
 Administration and program preparation
 Miscellaneous Program Supplies

4. Estimated Lump Sum Total for Project/Program \$38,507.00

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).
10/01/2006 to 09/30/07
 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 Attached

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.

 Administrator Date

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

 Financial Officer Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MW
BUSCHWI

DATE (MM/DD/YYYY)
04/17/07

PRODUCER

SLATON INSURANCE
P.O. Box 220537
West Palm Beach FL 33422
Phone: 561-683-8383 Fax: 561-684-5995

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

Busch Wildlife Sanctuary Inc.
and David Hitzig
2500 Jupiter Park Drive
Jupiter FL 33458

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Auto-Owners Insurance Company	18988
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 <input checked="" type="checkbox"/> Prof Lia excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72547600-07	05/25/07	05/25/08	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 AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY 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
 additional insured: Palm Beach County FLORIDA STATUTE IS 10 DAYS NON PAY AND 45 DAYS NON RENEWAL.

CERTIFICATE HOLDER

PBCOU-1

Palm Beach County
% Park and Recreation Dept
2700 6th Avenue S
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 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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Client#: 19211

BUSCHWILD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/07

PRODUCER CS&SC/Ins. Office of America PO Box 946580 Maitland, FL 32794 866 337-6597		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 The Busch Wildlife Sanctuary, Inc 2500 Jupiter Park Dr Jupiter, FL 33458		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Continental Casualty Insurance Compa	
		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
		GENERAL LIABILITY <input 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				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		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 AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2054539528	10/23/06	10/23/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER Palm Beach County Animal Care & Control 7100 Belvedere Rd West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</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 <i>Marsha L. Weidt</i>
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