

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2008

☒ 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 Palm Beach County MTA, Inc. for the period March 11, 2008, through July 30, 2008, in an amount not-to-exceed \$5,000 for funding of the 2007 Music Teachers Association's annual conference.

Summary: This funding is to help offset costs for the Florida Music Teachers Association's annual conference held in Boca Raton on October 18-21, 2007. The conference was hosted by Palm Beach County MTA (Music Teachers Association), Inc. and was attended by approximately two hundred music teachers and interested parties from throughout the State. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to September 9, 2007. Funding is from the Recreation Assistance Program (RAP) District 4 (\$2,500) and District 7 (\$2,500) Funds. District 4 (AH)

Background and Justification: Palm Beach County MTA, Inc. is a not-for-profit organization formed to promote music education in Palm Beach County and to inspire music teachers through workshops, showcases of teaching materials, recitals, and student competitions. The 2007 Music Teachers Association's annual conference (the event) was held at Florida Atlantic University and the Boca Raton Marriott Hotel.

The total cost of the event was approximately \$24,000 for concert artists, moving and tuning pianos, printing costs, program books, exhibitions, extra orchestra expenses, hotel expenses, program presenters, and other miscellaneous expenses relating to the event. The \$5,000 provided from District 4 (\$2,500) and District 7 (\$2,500) RAP funding will help offset a portion of these expenses. The Agreement has been executed on behalf of Palm Beach County MTA, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

2-15-08
Date

Approved by: 
Assistant County Administrator

3/3/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
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 Unit R904 and R907
Object 8201 Program N/A

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

Recreation Assistance Program

District 4	3600-583-R904-093-8201	\$2,500
District 7	3600-583-R907-140-8201	<u>\$2,500</u>
	Total	\$5,000

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

OFMB 2-27-08 2/26/08 2/28/08 2/28/08 2/28/08
Contract Development and Control 2/28/08

B. Legal Sufficiency:

Anne Delmont
Assistant County Attorney

This Contract complies with our
contract review requirements
This Contract complies with our

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY MTA,
INC. FOR THE 2007 MUSIC TEACHERS' ASSOCIATION ANNUAL CONFERENCE IN
BOCA RATON**

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

WITNESSETH:

WHEREAS, PBCMTA is a not-for-profit organization formed to promote music education in Palm Beach County; and

WHEREAS, PBCMTA hosted the 2007 Music Teacher Association Annual Conference (the Event) at the Boca Raton Marriott Hotel on October 18 through October 21, 2007, which was attended by approximately two hundred (200) music teachers and other interested parties from throughout the State of Florida; and

WHEREAS, the Event cost approximately \$24,000 for concert artists, moving and tuning pianos, printing, program books, exhibitions, extra orchestra expenses, hotel expenses, program presenters, and other miscellaneous expenses; and

WHEREAS, PBCMTA has requested \$5,000 from County to help offset costs for the Event; and

WHEREAS, County desires to provide funding to assist PBCMTA with costs for the Event; and

WHEREAS, funding to assist PBCMTA with Event costs in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) - District 4 (\$2,500) and District 7 (\$2,500); and

WHEREAS, events designed to promote and foster music education serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$5,000 to PBCMTA for the Event for concert artists, moving and tuning pianos, printing, program books, exhibitions, extra orchestra expenses, hotel expenses, program presenters, and other miscellaneous expenses, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to PBCMTA 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 PBCMTA. Said information shall list each invoice paid by PBCMTA and shall include the vendor invoice number; invoice date; and the amount paid by PBCMTA along with the number and date of the respective check and/or proof of payment for said payment. PBCMTA shall attach a copy of each vendor invoice paid by PBCMTA along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, PBCMTA's Program Administrator and Project Financial Officer shall certify the total funds spent by PBCMTA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by PBCMTA and approved by PBCMTA as indicated.

3. PBCMTA incurred expenses for the Project beginning on September 9, 2007. Those costs incurred by PBCMTA for the Project approved and submitted accordingly by PBCMTA subsequent to September 9, 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 PBCMTA 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. PBCMTA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

8. The term of this Agreement shall be until July 30, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event PBCMTA is in default of its obligations under this Agreement, the County shall provide PBCMTA thirty (30) days written notice to cure the default. In the event PBCMTA 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 PBCMTA for the Project deemed to be in default and PBCMTA shall return any County RAP funds already collected by PBCMTA 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. PBCMTA shall complete the Project by April 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 9, 2007, through April 30, 2008. PBCMTA shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before July 30, 2008. Upon written notification to County at least ninety (90) days prior to that date PBCMTA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny PBCMTA's request for said extension.

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

13. PBCMTA 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 PBCMTA. 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 PBCMTA 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, PBCMTA 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 PBCMTA, 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 apply for the period prior to the Agreement for which PBCMTA is eligible to receive reimbursement from the County.

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

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

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

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

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

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

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

19. The County and PBCMTA 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, PBCMTA certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to PBCMTA

Registered Agent
302 N.W. 18th Street
Delray Beach, FL 33444

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

By: _____
Deputy Clerk

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

By: _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:

Catherine J. Hochstetler
Joan Buchanan

PALM BEACH COUNTY MTA, INC.
FEI # 75-3257800

By: *Mary W McOwen*
Name
Conference Chairman
Title
Mary W McOwen
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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: *Palm Beach County MTA, Inc.*

Mailing Address: *302 N.W. 18th Street, Delray Beach, FL 33444*

Federal Employer Identification Number:

75-3251800/54
~~*30-0456294*~~

Name of President:

Mary Ann Rothschild

Name of Executive Director:

Mary McOwen

Project/Project Liaison Information:

Name: *Mary McOwen*

Telephone #: *561-276-5124*

Fax #: ~~*561-276-3638*~~

e-mail: *mwmusic @ Bell South.net*

Purpose/Mission of Agency:

Promote Music Education in Palm Beach County

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: *2007 Music Teachers Association Annual Conference in Boca Raton*

2. Project/ Program Description

• General (Project Scope):

• Public Purpose: *To educate and inspire ^{music} teachers through workshops, showcases of teaching materials, recitals, and student competitions.*

• Location(s): *FAU, Boca Marriott Hotel*

• Anticipated Number of Participants/Users: *200*

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.

Concert artists, move+ tune pianos, Printing, Program Books, Exhibitions, extra orchestra expenses, Hotel expenses, Program presenters and

4. Estimated Lump Sum Total for Project/Program

\$24,000.00

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).

9-9-07 to ~~11-30-07~~ 1-30-08
month/day/year month/day/year *ay*

(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

\$5,500

\$2,500-

District 4

District 7-

(filled in by County) \$2,500

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

Date

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

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

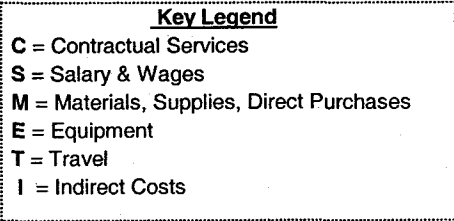


EXHIBIT B
(cont'd.)

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

Administrator

Date

Financial Officer _____ Date _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID TB MUSIC-1	DATE (MM/DD/YYYY) 01/03/08
PRODUCER Clark-Theders Ins Agency, Inc 9938 Crescent Park Drive P.O. Box 62386 Cincinnati OH 45262 Phone: 513-779-2800 Fax: 513-779-2803		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 Music Teachers National Assoc. 441 Vine Street Suite 3100 Cincinnati OH 45202		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Company	10677
		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	
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"/> Broadened Liab <input checked="" type="checkbox"/> GA210 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP 069 45 75 WAIVER OF SUBROGATION * ADDL INSD ENDT	07/01/04	07/01/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A		AUTOMOBILE LIABILITY <input 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	CPP 069 45 75	07/01/04	07/01/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 0	CPP 069 45 75	07/01/04	07/01/08	EACH OCCURRENCE AGGREGATE	\$ 2,000,000 \$ 2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	OHIO EMPLOYERS LIAB	07/01/04	07/01/08	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000* \$ \$
		OTHER					

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

Event: 2007 State Conference
Event Date: October 18-21, 2007
Association: Palm Beach County MTA, Florida

Certificate holder listed as Additional Insured

CERTIFICATE HOLDER

Board of County Commissioners Care of Department of Parks & Recreation 2700 6th Avenue South Lake Worth FL 33461	BOARD02	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>Richard B Theders</i>
---------------------------------------------------------------------------------------------------------------------------	---------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Palm Beach County



MUSIC TEACHERS ASSOCIATION

*Affiliated with:
Music Teachers National Association
Florida State Music Teachers Association*

Susan Yinger
Department of Parks & Recreation
2700 6th Avenue South
Lake Worth, Fl. 33461
January 8, 2008

Dear Susan,

→ This letter is to confirm that Palm Beach County MTA, Inc. is not required to carry Workman's Compensation since we do not have any employees.

Our FEI # is now on our state account. The number is 75-3257800. This number was issued to us October 26th, 2007. The Secretary of State person I spoke to assured me that this number has been placed on file. Please eliminate the 30-0456294 I gave you before. That is not our correct number.

Again, a HUGE THANKYOU for all your help.

Mary McOwen
Mary McOwen