

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 Delray Beach Arts, Inc. for the period March 11, 2008, through June 15, 2008, in an amount not-to-exceed \$11,000 for funding of the 2008 Delray Beach Garlic Fest.

Summary: This funding is to help offset costs for the Delray Beach Garlic Fest held in Old School Square on February 8 through 10, 2008. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 4 (\$5,000) and District 7(\$6,000) Funds. District 7 (AH)


Background and Justification: Delray Beach Arts, Inc. is a not-for-profit organization whose mission is to support community projects, charitable groups, and service organizations. Delray Beach Arts, Inc. sponsors the annual Garlic Fest in Delray Beach, which is a three-day community gourmet food and entertainment event, that also serves as a fund-raising opportunity for non-profit organizations that staff the event. The 2008 Delray Beach Garlic Fest was held in Old School Square on February 8 through 10, 2008, and had approximately 25,000 people in attendance.

The total cost of the event was approximately \$420,000 for personnel costs, contractual services, operational expenses, and other miscellaneous expenses. The \$11,000 from District 4 (\$5,000) and District 7 (\$6,000) will help offset a portion of the expenses for the event. The Agreement has been executed on behalf of Delray Beach Arts, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

2-12-08
Date

Approved by: 
Assistant County Administrator

2/28/08
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>11,000</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>11,000</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-R904-091-8201	\$5,000
District 7	3600-583-R907-136-8201	<u>\$6,000</u>
	Total	\$11,000

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

Atwillhite 2-25-08
OFMB 2/22/08 5/15/08 CN 02/14/08

Ann-J. Acabug 2/26/08
Contract Development and Control
2/26/08

B. Legal Sufficiency:

This Contract complies with our
contract review requirements.

Anne Delmont 2/26/08
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP07-08\District 7\Delray Beach Garlic Fest\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND DELRAY BEACH ARTS, INC. FOR
THE 2008 DELRAY BEACH GARLIC FEST**

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 Delray Beach Arts, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Delray Beach Arts".

WITNESSETH:

WHEREAS, Delray Beach Arts is a not-for-profit organization whose purpose is to support community projects, charitable groups, and service organizations; and

WHEREAS, Delray Beach Arts sponsors the annual Garlic Fest, which is a three-day community gourmet food and entertainment event which also serves as a fund-raising opportunity for non-profit organizations that staff the event; and

WHEREAS, the 2008 Delray Beach Garlic Fest (the Event) was held in Old School Square on February 8-10, 2008, and had approximately 25,000 people in attendance; and

WHEREAS, the Event cost \$420,000 for personnel costs, contractual services, operational expenses, and other miscellaneous expenses; and

WHEREAS, Delray Beach Arts has requested that County provide \$11,000 to help offset costs paid for the Event; and

WHEREAS, County desires to provide funding to Delray Beach Arts for the Event; and

WHEREAS, funding for the Event in an amount not to exceed \$11,000 is available from the Recreation Assistance Program (RAP) – District 4 (\$5,000) and District 7 (\$6,000); and

WHEREAS, events geared at promoting a sense of community 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 \$11,000 to Delray Beach Arts for the Event to help offset costs for personnel costs, contractual services, operational expenses, 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 Delray Beach Arts 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 Delray Beach Arts. Said information shall list each invoice paid by Delray Beach Arts and shall include the vendor invoice number; invoice date; and the amount paid by Delray Beach Arts along with the number and date of the respective check and/or proof of payment for said payment. Delray Beach Arts shall attach a copy of each vendor invoice paid by Delray Beach Arts 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, Delray Beach Arts' Program Administrator and Project Financial Officer shall certify the total funds spent by Delray Beach Arts on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Delray Beach Arts and approved by Delray Beach Arts as indicated.

3. Delray Beach Arts incurred expenses for the Project beginning on January 1, 2008. Those costs incurred by Delray Beach Arts for the Project, approved and submitted accordingly by Delray Beach Arts subsequent to January 1, 2008, 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 Delray Beach Arts 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. Delray Beach Arts warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Delray Beach Arts 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 race, color, religion, disability, sex, age, national origin, residence, ancestry, marital status, or sexual orientation.

7. Delray Beach Arts shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until June 15, 2008, commencing upon the date of execution of the Agreement by the parties hereto.

9. The parties agree that, in the event Delray Beach Arts is in default of its obligations under this Agreement, the County shall provide Delray Beach Arts thirty (30) days written notice to cure the default. In the event Delray Beach Arts 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 Delray Beach Arts for the Project deemed to be in default and Delray Beach Arts shall return any County

RAP funds already collected by Delray Beach Arts 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. Delray Beach Arts shall complete the Project by March 15, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2008, through March 15, 2008. Delray Beach Arts shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 15, 2008. Upon written notification to County at least ninety (90) days prior to that date Delray Beach Arts may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Delray Beach Arts' request for said extension.

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

13. Delray Beach Arts 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 Delray Beach Arts. 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 Delray Beach Arts 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, Delray Beach Arts 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 Delray Beach Arts, 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 Delray Beach Arts is eligible to receive reimbursement from the County.

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

Commercial General Liability. Delray Beach Arts 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. Delray Beach Arts shall provide this coverage on a primary basis.

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

Additional Insured. Delray Beach Arts 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 APalm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.® Delray Beach Arts shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Delray Beach Arts 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 Delray Beach Arts 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 Delray Beach Arts enter into such an agreement on a pre-loss basis.

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

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

19. The County and Delray Beach Arts 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, Delray Beach Arts 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 Delray Beach Arts:

Executive Director
Delray Beach Arts, Inc.
223 N.E. 1st Avenue
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

WITNESSES:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
Commissioner Addie L. Greene, Chairperson

DELRAY BEACH ARTS, INC.
E.I.N.: 81-0609320

By: NANCY STEWART
Name (Type of Print)

Title: EXEC DIRECTOR

By: N Stewart
Signature

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**

Name of Agency: Delray Beach Arts, Inc.
223 N.E. 1st Avenue
Delray Beach, FL 33444

Federal Employer Identification Number:

Name of President: Nancy J. Stewart
Name of Executive Director: Nancy J. Stewart
Project Liaison Information:
Name: Nancy Stewart
Telephone #: 561-279-0907
Fax #: 561-274-6129
e-mail: Nancy@avenuecreative.com

Purpose/Mission of Agency:

FUND-RAISER for 16 local non-profit agencies
in support of arts & education for youth.

PROJECT INFORMATION

1. Name of Project: Ninth Annual Garlic Fest
2. Project Description
 - General (Project Scope):
Community Fund-raiser for 16 local non-profit
agencies supporting arts & education for youth.
Gourmet food & entertainment events
 - Public Purpose: Community Fund-raising Project
 - Location and Date: Feb 8-10, 2008
Old School Square, 51 N. Swinton Ave Delray
 - Anticipated Number of Participants/Users:
20 - 30,000
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.
Personnel costs:
Contractual services:
OPERATIONS:
Miscellaneous expenses
4. Estimated Lump Sum Total for Project: \$ 420,000⁰⁰
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). ~~FEB 15, 2008~~ to MAR 15, 2008
January 1, 2008

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment:
Certificate of Insurance ✓

Amount of Recreation Assistance Program Funding awarded

\$11,000

\$5,000

(\$5,000

District 4 and

(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com

\$6,000 District 7

EXHIBIT A

Page 1



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

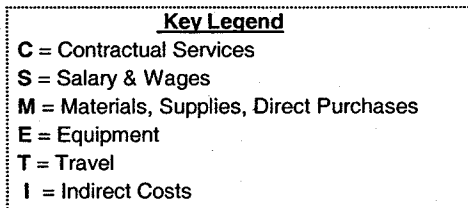


EXHIBIT B

Date _____

Submittal #: _____

Contract Reimbursement Period: _____

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.

Date _____

Date _____

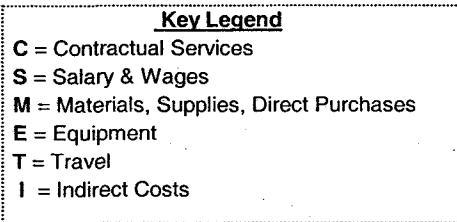


EXHIBIT B
(cont'd.)

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

Administrator

Date _____

Financial Officer

Date _____

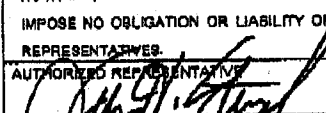
ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/20/2007	
PRODUCER EQUITY INSURANCE UNDERWRITERS 1930 Harrison Street, Suite 306 Hollywood, FL 33020 (954) 923-2474		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED DELRAY BEACH ARTS INC. GARLIC FESTIVAL 223 NORTHEAST 1ST AVENUE DEL RAY BCH, FL 33444			
		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: CAPITOL SPECIALTY INSURANCE CORP.	
		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	PROD INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	CS00217969	2-6-08	2-13-08	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 \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe below SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER LIQUOR LIABILITY	CS00217935	2-6-08	2-13-08	\$1,000,000

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

ADDITIONAL INSURED: PALM BEACH COUNTY DEPARTMENT OF PARKS AND RECREATION

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY DEPT. OF PARKS AND RECREATION 2700 6TH AVENUE SOUTH LAKE WORTH, FL 33461	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 

January 28, 2008

Susan Yinger
Department of Parks & Recreation
2700 6th Ave. South
Lake Worth, FL 33461



REF: 9th Annual Delray Beach Garlic Fest

Dear Susan,

Per your request, I am providing you a letter regarding Workers Compensation for Garlic Fest. As we do not have any staff (all 1099 contractors or volunteer organizations) we are not required to have Workers Comp.

Please let me know if you need additional information

Regards,



Nancy Stewart
Executive Director

**Delray Beach
Arts, Inc.**

223 NE 1st Avenue
Delray Beach
FL 33444-3714

Sponsor Info
Tel: (561) 274-4663

Vendors & General Info
Tel: (561) 279-0907

Fax: (561) 274-6129
www.dbgarlicfest.com