

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 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 Shakespeare Festival, Inc. (PBSF) for the period May 6, 2008, through December 30, 2008, in an amount not-to-exceed \$25,000 for funding of "A Comedy of Errors" at Sunset Cove Amphitheatre.

Summary: This funding is to assist with expenses for the PBSF performance of "A Comedy of Errors", to be presented at Sunset Cove Amphitheatre from July 10-13, July 17-20, and July 24-27, 2008. The play is anticipated to be viewed by approximately 18,000 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to May 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

Background and Justification: PBSF is a not-for-profit educational/theatrical organization whose mission is to enhance the educational, recreational, and cultural quality of life in Palm Beach County. The Parks and Recreation Department and various corporations act as co-sponsors with PBSF to provide unique educational, recreational, and cultural opportunities to offer Palm Beach County residents and visitors the opportunity to attend free cultural events. The production of "A Comedy of Errors" is PBSF's premier performance at the new Sunset Cove Amphitheatre located within South County Regional Park.

The total annual cost of the performance is anticipated to be approximately \$121,000 for contractual services (artist fees, stage/sound/lighting equipment fees, and technical crew fees), public relations services, and fees (advertising costs, public relation representative fees, and graphic artist fees), management fees (producer), insurance costs, and other miscellaneous expenses related to the production. The \$25,000 from District 5 RAP will offset a portion of the cost of the program. The Agreement has been executed on behalf of Palm Beach Shakespeare Festival, Inc., and now needs to be approved by the Board of County Commissioners.

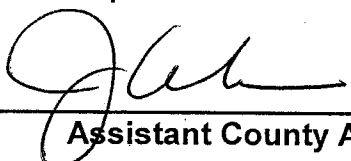
Attachment: Agreement

Recommended by:


Department Director

4/16/08
Date

Approved by:


Assistant County Administrator

4/30/08
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>25,000</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>25,000</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 R905
 Object 8201 Program N/A

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

Recreation Assistance Program
 District 5 3600-583-R905-081-8201 \$25,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

awillhite 4.28.08
 OFMB SH CN
4/28/08 4/25/08 4/23/08

Jim J. [Signature] 4/29/08
 Contract Development and Control
4/29/08

B. Legal Sufficiency:

Anne Delgant 4/30/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PALM BEACH SHAKESPEARE FESTIVAL, INC.
FOR FUNDING OF "A COMEDY OF ERRORS" AT SUNSET COVE AMPHITHEATRE**

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

WITNESSETH:

WHEREAS, PBSF is a not-for-profit educational/theatrical organization whose mission is to enhance the educational, recreational, and cultural quality of life in Palm Beach County; and

WHEREAS, PBSF is producing the Shakespeare play "A Comedy of Errors" as the premier cultural event offered at the new Sunset Cove Amphitheatre from July 10-13, July 17-20, and July 24-27, 2008; and

WHEREAS, the Palm Beach County Parks and Recreation Department and various corporations will act as co-sponsors with PBSF to provide a unique educational, recreational, and cultural opportunity by conducting this free of charge theatrical performance; and

WHEREAS, the total cost of "A Comedy of Errors" is estimated to be approximately \$121,000 for contractual services (artist fees, stage-sound-lighting equipment fees, technical crew/personnel fees), public relations services (advertising costs, public relation representative fees, and graphic artist fees), insurance costs, management fees (producer), and other miscellaneous expenses associated with the performances; and

WHEREAS, PBSF has requested that County provide \$25,000 to assist with said theatrical performances at the Sunset Cove Amphitheatre; and

WHEREAS, funding for the performances in an amount not to exceed \$25,000 is available from District 5 Recreation Assistance Program (RAP) reserves; and

WHEREAS, educational, recreational, and cultural programs benefitting citizens of Palm Beach County are deemed 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 \$25,000 to PBSF for the performance of "A Comedy of Errors" for contractual services (artist fees, stage-sound-lighting equipment fees, technical crew/personnel fees), public relations services (advertising costs, public relation representative fees, and graphic artist fees), insurance costs, management fees (producer), and other miscellaneous expenses associated with the Performance, 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 PBSF 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 PBSF. Said information shall list each invoice paid by PBSF and shall include the vendor invoice number; invoice date; and the amount paid by PBSF along with the number and date of the respective check or proof of payment for said payment. PBSF shall attach a copy of each vendor invoice paid by PBSF along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, PBSF's Program Administrator and Project Financial Officer shall certify the total funds spent by PBSF on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by PBSF and approved by PBSF as indicated.

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

6. PBSF 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. PBSF 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, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event PBSF is in default of its obligations under this Agreement, the County shall provide PBSF thirty (30) days written notice to cure the default. In the event PBSF 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 PBSF for the Project deemed to be in default and PBSF shall return any County RAP funds already collected by PBSF for the 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. PBSF shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 1, 2008, through September 30, 2008. PBSF 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, 2008. Upon written notification to County at least ninety (90) days prior to that date PBSF may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny PBSF's request for said extension.

12. In the event PBSF ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by PBSF. The determination that PBSF has ceased or suspended the Project shall be made by County and PBSF agrees to be bound by County's determination.

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

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

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

Worker's Compensation Insurance & Employer's Liability. PBSF shall maintain

Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440.

PBSF shall provide this coverage on a primary basis.

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

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

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

18. PBSF shall maintain books, records, documents and other evidence which

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

19. The County and PBSF 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, PBSF 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 agreements, written or oral, relating to this Agreement. The 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 PBSF:

Director
The Palm Beach Shakespeare Festival
103 S. U.S. Highway 1, Suite 5
Jupiter, Fl 33477

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: _____
Addie L. Greene, Chairperson

WITNESSES:

Mary Beale
Travis Kennett

PALM BEACH SHAKESPEARE FESTIVAL, INC.
EIN Number: 65-0165785

By: _____

Name (Type or Print): _____
Title: _____

By: _____

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**

Name of Agency: Palm Beach Shakespeare Festival, Inc.
Mailing Address: 103 South U.S. Highway One, Suite 5, Jupiter, FL 33477

Federal Employer Identification Number: 65-0165785

Name of President: Kermit Christman

Name of Executive Director: Same

Project Liaison Information:

Name: Kermit Christman

Telephone #: 561-762-8552

Fax #: 561-741-1610

e-mail: pbsf@bellsouth.net

PROJECT INFORMATION

1. Name of Project: Production of "A Comedy of Errors"
2. Project Description
 - General (Project Scope):
To serve residents/visitors with free cultural events and to premier the new Sunset Cove Amphitheatre at South County Regional Park
 - Public Purpose:
Free Shakespeare performances provided on July 10- 13, July 17- 20, and July 24-27, 2008
 - Location: Sunset Cove Amphitheatre, South County Regional Park
 - Anticipated Number of Participants/Users: 18,000

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.

Contractual Services, i.e., Artists fees, stage-sound-lighting equipment fees, technical crew fees.

Public relations services fees, i.e., Advertising costs, public relation representative fees, graphic artist fees

Management fees (producer)

Insurance Costs

Other miscellaneous expenses related to the Production

4. Estimated Lump Sum Total for Project: \$ 121,000
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). 5-1-08 to 9-30-08

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 Attachments:
Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded \$ 25,000
District 5
(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)	Check or Voucher		Invoice		Amount	Expense Description
		Key	Number	Date	Number		
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

 Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SB
PBSHA-1

DATE (MM/DD/YYYY)
01/28/08

PRODUCER The Plastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens FL 33410 Phone: 561-630-4955 Fax: 561-630-4966		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 Palm Beach Shakespeare 103 U.S. Hwy. 1 Ste F-5 Jupiter FL 33477		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Canal Insurance Co.	
		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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RENEWAL OF GL90469	01/29/08	01/29/09	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 1000000
		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	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

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

Certificate Holder listed as Additional Insured as respect to General Liability only
 10 days written notice on non-payment of premium

CERTIFICATE HOLDER

Palm Beach County BOCC
 c/o Parks & Recreation Dept
 2700 6th Ave North
 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

Charles E. King

SHAKESPEARE



PALM BEACH SHAKESPEARE FESTIVAL

103 South U.S. Highway One, #F-5, Jupiter, Fl 33477 (561) 762-8552 Fax (561) 741-1610

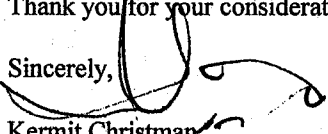
February 7, 2008

To Whom It May Concern,

The Palm Beach Shakespeare Festival has fewer than 3 employees and is not required by the State of Florida to carry Workman's Compensation insurance.

Thank you for your consideration in this matter.

Sincerely,


Kermit Christman
Producing Director

KERMIT CHRISTMAN
President
Producing Director

MARY E. GALE
Vice President
Molly Bee Fund

JEAN L. CHRISTMAN
Secretary-Treasurer

ADVISORY BOARD

Ray Bradbury

Dennis L. Eshleman
P.B. Parks & Recreation

William Katt

Karen T. Marcus
P.B. County Commissioner

Monte Markham

Margot & Del Tenney

Palm Beach Shakespeare Festival: a 501 (c) (3) non-profit tax exempt organization in the state of Florida founded in 1990 to enhance education and cultural quality of life for audiences of all ages.