

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 Ann Norton Sculpture Gardens, Inc. for the period May 6, 2008, through January 30, 2009, in an amount not-to-exceed \$10,000 for funding of the Artist Studio Restoration and Archives Preservation Project.

**Summary:** This funding is to assist with the cost of the restoring the artist studio and preserving archives at the Ann Norton Studio. Approximately 4,000 people visit the Ann Norton Sculpture Gardens and Artist Studio annually. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 14, 2008. Funding is from the Recreation Assistance Program (RAP) District 2 Funds. District 2 (AH)

**Background and Justification:** Ann Norton Sculpture Gardens, Inc. is a not-for-profit corporation that preserves the original intent and integrity of the Ann Norton Sculpture Gardens for the appreciation of the community and creates an environment to promote artistic growth, inspiration, and enjoyment. The Ann Norton Studio houses Ann Norton's sculptures, tools, and unfinished works of art and serves as a museum for Ann Norton's sculptures. Ann Norton Sculpture Gardens, Inc. is in the process of remounting artist's slides to preserve them for the archives and is also restoring the artist studio for visiting tours.

The cost of the archive preservation and artist studio restoration project is anticipated to be approximately \$10,000 for contractual services, equipment, supplies, and other miscellaneous expenses related to the project. The \$10,000 District 2 RAP allocation will offset the cost for this project. The Agreement has been executed on behalf of Ann Norton Sculpture Gardens, Inc., and now needs to be approved by the Board of County Commissioners.

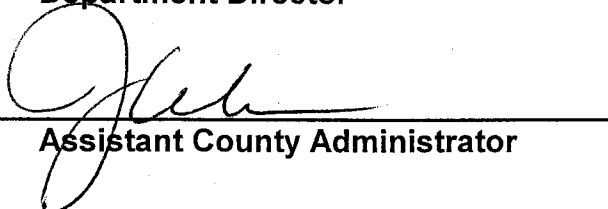
Attachment: Agreement

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>10,000</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>
<b>NET FISCAL IMPACT</b>	<b><u>10,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Unit R902  
 Object 8201 Program N/A

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

Recreation Assistance Program  
 District 2                      3600-583-R902-103-8201                      \$10,000

C. Departmental Fiscal Review:                     chopelakis

**III. REVIEW COMMENTS**

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

                    Atwillhite 4.28.08                                          J. J. J. 4/29/08  
 OFMB                      4/28/08                      SH 4/23/08                      CN 4/23/08                      Contract Development and Control  
 4/29/08

**B. Legal Sufficiency:**

*This Contract complies with our contract review requirements.*

                    Anne Delgent 4/30/08  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ANN NORTON SCULPTURE  
GARDENS, INC. FOR THE ARTIST STUDIO RESTORATION AND ARCHIVES  
PRESERVATION PROJECT**

**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 Ann Norton Sculpture Gardens, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Ann Norton."

**WITNESSETH:**

**WHEREAS**, Ann Norton is a not-for-profit corporation that preserves the original intent and integrity of the Ann Norton Sculpture Gardens for the appreciation of the community, as well as creating an environment to promote artistic growth, inspiration, and enjoyment; and

**WHEREAS**, the Ann Norton Studio houses Ann Norton's sculptures, tools, and unfinished works of art and also serves as a museum for Ann Norton's sculptures; and

**WHEREAS**, Ann Norton Sculpture Gardens is in the process of remounting artist's slides for archives and restoring the artist studio for visiting tours; and

**WHEREAS**, approximately 4,000 people visit the Ann Norton Sculpture Gardens each year; and

**WHEREAS**, the total cost of the archive preservation and artist studio restoration project is anticipated to be approximately \$10,000 for contractual services, equipment, supplies, and other miscellaneous expenses related to the project; and

**WHEREAS**, Ann Norton has requested \$10,000 from County to help offset costs for archive preservation and artist studio restoration; and

**WHEREAS**, funding for the archive preservation and artist studio renovation in an amount not to exceed \$10,000 is available from the Recreation Assistance Program (RAP) - District 2; and

**WHEREAS**, County desires to provide funding for archive preservation and artist studio restoration; and

**WHEREAS**, community artistic and cultural facilities are deemed to 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 \$10,000 to Ann Norton for archive preservation and artist studio renovation for contractual services, equipment, supplies, and other miscellaneous project 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 Ann Norton 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 completed 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 Ann Norton. Said information shall list each invoice paid by Ann Norton and shall include the vendor invoice number; invoice date; and the amount paid by Ann Norton along with the number and date of the respective check or proof of payment for said payment. Ann Norton shall attach a copy of each vendor invoice paid by Ann Norton 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, Ann Norton's Program Administrator and Project Financial Officer shall certify the total funds spent by Ann Norton on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Ann Norton and approved by Ann Norton as indicated.

3. Ann Norton incurred expenses for the Project beginning on January 14, 2008. Those costs incurred by Ann Norton for the Project, approved and submitted accordingly by Ann Norton subsequent to January 14, 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 Ann Norton 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. Ann Norton warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Ann Norton 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. Ann Norton shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until January 30, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Ann Norton is in default of its obligations under this Agreement, the County shall provide Ann Norton thirty (30) days written notice to cure the default. In the event Ann Norton 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 Ann Norton for the Project deemed to be in default and Ann Norton shall return any County RAP funds already collected by Ann Norton 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. Ann Norton shall complete the Project by October 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 14, 2008 and October 30, 2008. Ann Norton shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Ann Norton may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Ann Norton's request for said extension.

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

13. Ann Norton 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 Ann Norton. 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 Ann Norton 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, Ann Norton 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 Ann Norton, 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 Ann Norton is eligible to receive reimbursement from the County.

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

**Commercial General Liability.** Ann Norton 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. Ann Norton shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employer's Liability.** Ann Norton shall maintain

Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Ann Norton shall provide this coverage on a primary basis.

**Additional Insured.** Ann Norton 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." Ann Norton shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Ann Norton 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 Ann Norton 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 Ann Norton enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Ann Norton 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, Ann Norton shall demonstrate financial accountability

through the submission of acceptable financial audits performed by an independent auditor.

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

19. The County and Ann Norton 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, Ann Norton 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 Ann Norton:

Executive Director

Ann Norton Sculpture Gardens, Inc.  
253 Barcelona Road  
West Palm Beach, FL 33401

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.

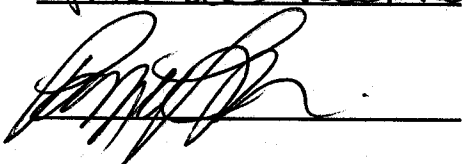
**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Commissioner Addie L. Greene,  
Chairperson

**WITNESSES:**

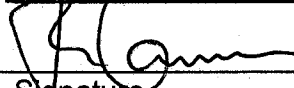
Cynthia S. Palmer  


**ANN NORTON SCULPTURE GARDENS, INC.**

**FEI Number: 59-1874060**

By: CAMERON HAYES  
Name (Type or Print)


Title: VICE PRESIDENT

By:   
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By:   
Dennis Eshleman, Director  
Parks and Recreation Department

**Recreation Assistance Program (RAP)  
Exhibit "A" to Agreement**

Name of Agency: **Ann Norton Sculpture Gardens, Inc.**  
Mailing Address: **253 Barcelona Road, West Palm Beach, FL 33401**

Federal Employer Identification Number: 591874060

Name of President: Veronica Boswell Butler

Name of Executive Director: Cynthia Palmieri

Project Liaison Information:

Name: Pamela Harkin Caruso

Telephone #: 561-832-5328

Fax #: 561-835-9305

e-mail: educationansg@bellsouth.net

**PROJECT INFORMATION**

1. Name of Project: **Artist Studio Restoration Project and Archives Preservation**

2. Project Description

- General (Project Scope):
  - Remounting Artist's slides for archives
  - Restore Artist studio for visiting tours, including work benches, fans, door, artist's sink.
- Public Purpose: Preservation and guided tour for the public & schools.
- Location: 253 Barcelona Rd.
- Anticipated Number of Participants/Users: 4,000 visitors for guided tours

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  
Equipment  
Supplies  
Other miscellaneous project expenses

4. Estimated Lump Sum Total for Project: \$ 10,000<sup>00</sup>

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). 1/14/08 to 10/30/08

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

(workers compensation sent directly to your office) 2/20/08

Amount of Recreation Assistance Program Funding awarded

\$ 10,000

District 2

(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

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.

**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		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.

\_\_\_\_\_  
 Date



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR MW ANNORT	DATE (MM/DD/YYYY) 02/20/08
PRODUCER  <b>SLATON INSURANCE</b> 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  <b>Ann Norton Sculpture Gardens</b> 253 Barcelona Road West Palm Beach FL 33401		INSURERS AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #  <b>18988</b>

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	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"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72534190-07	06/01/07	06/01/08	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>								
		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				<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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

**\*FLORIDA STATUTE REQUIRES TEN (10) DAYS NOTICE OF CANCELLATION FOR NON PAYMENT & FORTY FIVE (45) DAYS FOR NON RENEWAL**

**CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY ONLY**

<b>CERTIFICATE HOLDER</b>  PBC1001  Palm Beach County c/o Parks & Recreation Dept. 2700 6th Avenue South West Palm Beach FL 33401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>*30</b> 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#: 39327

ANNOR

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 02/20/08
<b>PRODUCER</b> Frank Crystal & Co of FL, Inc. Palm Beach Office 240 Royal Palm Way Palm Beach, FL 33480	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.	
<b>INSURED</b> Ann Norton Sculpture Gardens, Inc. 253 Barcelona Road West Palm Beach, FL 33401	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Commerce &amp; Industry Insurance</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     

**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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <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 \$
		<b>AUTOMOBILE LIABILITY</b> <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) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	<b>WC6838626</b>	<b>05/22/07</b>	<b>05/22/08</b>	<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
		<b>OTHER</b>				

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

<b>CERTIFICATE HOLDER</b>  Palm Beach County Florida Department of Parks & Recreation 2700 6th Avenue South Lake Worth, FL 33461	<b>CANCELLATION</b> 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 
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