

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 20, 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:

- A) Agreement with Greater Lake Worth Chamber of Commerce, Inc. for the period May 20, 2008, through November 30, 2008, in an amount not-to-exceed \$10,000 for funding of the 2008 City of Lake Worth 4<sup>th</sup> of July Celebration;
- B) A Budget Transfer of \$10,000 in the Transportation Improvement Fund from Reserve for District 7 to the County Transportation Trust Fund;
- C) A Budget Transfer of \$10,000 in the Transportation Trust Fund increasing the annual transfer from the Transportation Improvement Fund and decreasing the annual transfer from the General Fund;
- D) A Budget Transfer of \$10,000 in the General Fund decreasing the annual transfer to the County Transportation Trust Fund and increasing the annual transfer to the Park Improvement Fund; and
- E) A Budget Amendment of \$10,000 in the Park Improvement Fund increasing the annual transfer from the General Fund and increasing the appropriation to the District 7 Recreation Assistance Program (RAP).

**Summary:** This funding is to offset the cost of the 2008 City of Lake Worth 4<sup>th</sup> of July celebration sponsored by the Greater Lake Worth Chamber of Commerce that will be held at Bryant Park on July 4, 2008. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to February 2, 2008. The budget transfers and budget amendment increase the gas tax support and decrease the ad valorem support of the County Transportation Trust Fund, thereby allowing for the allocation of the available ad valorem support to the District 7 Recreation Assistance Program. At the November 21, 2006, Board meeting, the flexibility of up to \$200,000 in transfers was approved for this purpose. With the approval of this project, the remaining balance available in transfers for District 7 for FY 2008 is \$190,000. District 7 (AH)

**Background and Justification:** Greater Lake Worth Chamber of Commerce, Inc., in conjunction with the City of Lake Worth, will be hosting the 2008 City of Lake Worth 4<sup>th</sup> of July Celebration on July 4, 2008, at Bryant Park in Lake Worth (the Event). The Event is free to all Palm Beach County residents, and is anticipated to attract approximately 15,000 participants.

The total cost of the Event is anticipated to be \$80,000 for administration, fireworks, music, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses. The \$10,000 from the Recreation Assistance Program – District 7 will help offset a portion of the costs for the Event. The Agreement has been executed on behalf of Greater Lake Worth Chamber of Commerce, Inc., and now needs to be approved by the Board of County Commissioners.,

**Attachments:**

- 1. Agreement
- 2. Budget Transfers (3)
- 3. Budget Amendment
- 4. Commissioner Authorization

Recommended by: \_\_\_\_\_

Department Director

4/25/08  
Date

Approved by: \_\_\_\_\_

Assistant County Administrator

5-7-08  
Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years             | 2008          | 2009       | 2010       | 2011       | 2012       |
|--------------------------|---------------|------------|------------|------------|------------|
| Grant Expenditures       |               | -0-        | -0-        | -0-        | -0-        |
| Operating Costs          | 10,000        | -0-        | -0-        | -0-        | -0-        |
| External Revenues        | -0-           | -0-        | -0-        | -0-        | -0-        |
| Program Income (County)  | -0-           | -0-        | -0-        | -0-        | -0-        |
| In-Kind Match (County)   | -0-           | -0-        | -0-        | -0-        | -0-        |
| <b>NET FISCAL IMPACT</b> | <b>10,000</b> | <b>-0-</b> | <b>-0-</b> | <b>-0-</b> | <b>-0-</b> |

# ADDITIONAL FTE  
POSITIONS (Cumulative) 0 \_\_\_\_\_

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

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

Transportation Improvement Fund/Reserve for District 7 (3500-368-9117-9907)

C. Departmental Fiscal Review: ckopelakis

### III. REVIEW COMMENTS

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

Atwillhite 5-5-08  
 OFMB gg 5/5/08 SH 5/11/08 CN 4/30/08

**B. Legal Sufficiency:**

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

Anne Delgant 5/7/08  
Assistant County Attorney

**C. Other Department Review:**

Department Director

REVISED 10/95  
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
GREATER LAKE WORTH CHAMBER OF COMMERCE, INC. FOR FUNDING OF THE  
2008 CITY OF LAKE WORTH 4<sup>th</sup> OF JULY CELEBRATION**

**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 Greater Lake Worth Chamber of Commerce, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Chamber of Commerce".

**WITNESSETH:**

**WHEREAS**, Chamber of Commerce, in conjunction with the City of Lake Worth, will be hosting the 2008 City of Lake Worth 4<sup>th</sup> of July Celebration on July 4, 2008, at Bryant Park in Lake Worth (the Event); and

**WHEREAS**, the purpose of the Event is to Celebrate Independence Day; and

**WHEREAS**, approximately 15,000 people are anticipated to participate in the Event; and

**WHEREAS**, the Event is free to all Palm Beach County residents; and

**WHEREAS**, the Event will feature fireworks and other miscellaneous activities; and

**WHEREAS**, the total cost of the Event is estimated to be approximately \$80,000 for administration, fireworks, music, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses for the Event; and

**WHEREAS**, Chamber of Commerce has requested from County an amount not to exceed \$10,000 to help offset costs for the Event; and

**WHEREAS**, County desires to provide funding to help offset costs for the Event; and

**WHEREAS**, funding for the Event in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) District 7; and

**WHEREAS**, cultural arts, recreational, and community events 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 Chamber of Commerce for the Event for administration, fireworks, music, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses for the Event, 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 Chamber of Commerce 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 Chamber of Commerce. Said information shall list each invoice paid by Chamber of Commerce and shall include the vendor invoice number; invoice date, and the amount paid by Chamber of Commerce along with the number and date of the respective check or proof of payment for said payment. Chamber of Commerce shall attach a copy of each vendor invoice paid by Chamber of Commerce 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, Chamber of Commerce's Program Administrator and Project Financial Officer shall certify the total funds spent by Chamber of Commerce on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Chamber of Commerce and approved by Chamber of Commerce as indicated.

3. Chamber of Commerce incurred expenses for the Project beginning on February 2, 2008. Those costs incurred by Chamber of Commerce for the Project, approved and submitted accordingly by Chamber of Commerce subsequent to February 2, 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 Chamber of Commerce 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. Chamber of Commerce warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

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

9. The parties agree that, in the event Chamber of Commerce is in default of its obligations under this Agreement, the County shall provide Chamber of Commerce thirty (30) days written notice to cure the default. In the event Chamber of Commerce 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 Chamber of Commerce for the Project deemed to be in default and Chamber of Commerce shall return any County RAP funds already collected by Chamber of Commerce 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. Chamber of Commerce shall complete the Project by August 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 2, 2008, through August 30, 2008. Chamber of Commerce shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Chamber of Commerce may request an extension beyond this period for the purpose of completing the Project.

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

13. Chamber of Commerce 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 Chamber of Commerce. 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 Chamber of Commerce 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, Chamber of Commerce 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 Chamber of Commerce, 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 this Agreement for which Chamber of Commerce is eligible to receive reimbursement from the County.

16. Chamber of Commerce 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. Chamber of Commerce 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 coverage. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Chamber of Commerce are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Chamber of Commerce under this Agreement.

**Commercial General Liability.** Chamber of Commerce 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. Chamber of Commerce shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employer's Liability.** Chamber of Commerce shall maintain Worker's Compensation & Employers Liability in accordance with Florida

Statutes Chapter 440. Chamber of Commerce shall provide this coverage on a primary basis.

**Additional Insured.** Chamber of Commerce 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." Chamber of Commerce shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

19. The County and Chamber of Commerce 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, Chamber of Commerce 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, either 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 Chamber of Commerce:  
  
President/CEO  
Greater Lake Worth Chamber of Commerce  
501 Lake Avenue  
Lake Worth, FL 33460



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:**

Dusan W. Yogan  
Deonica J. Bennett

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

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

**GREATER LAKE WORTH CHAMBER OF  
COMMERCE, INC.**  
FEI Number: 59-0324308

By: Tom Ramiceio  
Name (Type or Print)

Title: President / CEO

By: Tom Ramiceio  
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: **Greater Lake Worth Chamber of Commerce**

Mailing Address: **501 Lake Avenue, Lake Worth, FL 33460**

Federal Employer Identification Number: **59-0324308**

Name of President/CEO: **Tom Ramiccio**

Project/Project Liaison Information:

Name: **Tom Ramiccio**

Telephone #: **561-582-4401**

Fax #: **561-547-8300**

e-mail: **tramiccio@aol.com**

Purpose/Mission of Agency:

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: **2008 City of Lake Worth 4<sup>th</sup> of July Celebration**
2. Project/ Program Description: **Community Event for all Palm Beach County Residents to celebrate the 4<sup>th</sup> of July**
3. General (Project Scope):
  - Public Purpose: **To celebrate Independence Day in Palm Beach County**
  - Location and Date of Event: **Bryant Park, Lake Worth on 7-4-08**
  - Anticipated Number of Participants/Users: **15,000**
4. 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. Administrative expenses, fireworks, music/entertainment, advertising, port-o-lets, sound, fencing, and other miscellaneous expenses associated with the Event.
5. Estimated Lump Sum Total for Project/Program **\$ 80,000**
6. 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).  
**2-2-08 to 8-30-08**

(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 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   X  

Amount of Recreation Assistance Program Funding\*

**\$ 10,000**

District   7  

**\*Note to PBC Fiscal Staff – Funding to be transferred from Gas Tax**



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

Grantee \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

| Item                                  | Key | Project Costs<br>This Submission | Cumulative<br>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 \$ \_\_\_\_\_

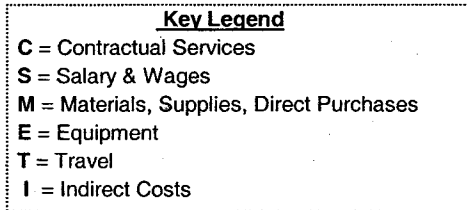
County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_

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: \_\_\_\_\_

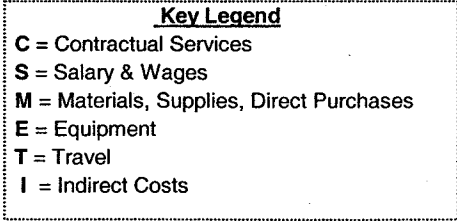
Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

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 \_\_\_\_\_

Financial Officer

Date \_\_\_\_\_



**EXHIBIT B**  
**(cont'd.)**

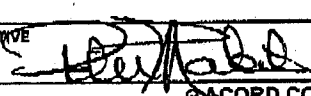
**Certification:** I hereby certify that the purchases noted above were used in accomplishing this project.

Administrator

Date \_\_\_\_\_

Financial Officer

Date \_\_\_\_\_

| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>  |  |  |  |   | DATE (MM/DD/YY)<br>04/18/08   |  |
|---|--|--|--|---|---|--|
| <b>PRODUCER</b><br>PETER MAKILA AGENCY, INC.<br>523 LAKE AVENUE<br>LAKE WORTH, FLORIDA 33460  |  |  | <b>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> |   |   |  |
|   |  |  | <b>INSURERS AFFORDING COVERAGE</b>   |   |   |  |
| <b>INSURED</b><br>THE GREATER LAKE WORTH CHAMBER OF COMMERCE<br>501 LAKE AVENUE<br>LAKE WORTH, FLORIDA 33460  |  |  | INSURER A: SCOTTSDALE INSURANCE  |   |   |  |
|   |  |  | INSURER B:   |   |   |  |
|   |  |  | INSURER C:   |   |   |  |
|   |  |  | INSURER D:   |   |   |  |
|   |  |  | INSURER E:   |   |   |  |
| <b>COVERAGES</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<br>LTR   | TYPE OF INSURANCE  | POLICY NUMBER                              | POLICY EFFECTIVE<br>DATE (MM/DD/YY)  | POLICY EXPIRATION<br>DATE (MM/DD/YY)  | LIMITS  |  |
|   | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/><br><input type="checkbox"/><br><b>GEN'L AGGREGATE LIMIT APPLIES PER:</b><br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC | CPS 0881948                                | 11/05/2007   | 11/05/2008  | EACH OCCURRENCE \$ 1,000,000<br>FIRE DAMAGE (Any one fire) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |  |
|   | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |  |  |   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |  |
|   | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |  |  |   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA AGG \$<br>AUTO ONLY: AGG \$   |  |
|   | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |  |  |   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |  |
|   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |  |  |   | WC STATUTORY LIMITS OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |  |
|   | <b>OTHER</b>   |  |  |   |   |  |
| <b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b><br>NO WORKER'S COMPENSATION POLICY IN EFFECT SINCE NOT REQUIRED<br>PALM BEACH COUNTY IS NAMED AS ADDITIONAL INSURED WITH REGARDS TO LIABILITY  |  |  |  |   |   |  |
| <b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/>   |  | <b>ADDITIONAL INSURED: INSURER LETTER:</b> |  | <b>CANCELLATION</b>   |   |  |
| PALM BEACH COUNTY<br>C/O PARKS AND RECREATION<br>2700 6TH AVENUE SOUTH<br>LAKE WORTH, FLORIDA 33461   |  |  |  | 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    |   |  |

ACORD 25-S (7/97)

©ACORD CORPORATION 1988



501 LAKE AVENUE  
LAKE WORTH  
FLORIDA 33460  
(561) 582-4401  
FAX (561) 547-8300  
www.lwchamber.com

**PRESIDENT/CEO**

Thomas M. Ramiccio

**EXECUTIVE BOARD**

CHAIRPERSON  
Roger Stjernvall  
Paradise Investments

1ST VICE CHAIRPERSON  
Jay Ellmyer  
AFLAC

2ND VICE CHAIRPERSON  
Javaid Iqbal  
Century 21 America's Choice

SECRETARY/TREASURER  
Jennifer Finnell  
The Palm Beach Post

**DIRECTORS**

Elizabeth Arevalo  
Wachovia

Ronald Bogan  
Bogan Law Firm

Ken DeAngelis  
Northwestern Mutual Financial Net

Jay Ellmyer  
AFLAC

Elliott Franklin  
Accounting Services

Frank Pallen  
Caldwell & Pincetti, LCP

Frantz Python  
Orthopedic Center of PD County

Heri Santiago  
WaMu

Maryanne Webber  
Maryanne Webber Galleries

Allan Young  
Wayne Alera Ford

**PAST CHAIRMAN**

Dan Perrin  
Dorsey/E. Earl Smith/Memory Card

**HONORARY DIRECTOR**

Frank McMahon  
McMahon, Albert & Simmet

April 18, 2008

To Whom It May Concern:

The State of Florida does not require the Greater Lake Worth Chamber of Commerce to carry Worker's Compensation.

Yours in Business

Tom Ramiccio  
President/CEO

**From:** Susan Yinger  
**To:** Gladys Whigham  
**Subject:** Re: City of Lake Worth 4th of July Celebration

>>> Gladys Whigham 2/14/2008 3:40 PM >>>  
Susan,

Please accept this as written confirmation that Commissioner Greene will contribute an amount not to exceed \$10,000 from her DIP VII Discretionary Fund to the RAP Fund towards the Lake Worth 4th of July Celebration.

The contact person is Tom Ramiccio, CEO Greater Lake Worth Chamber of Commerce, 561 582 4401.

Thank you,

Gladys Whigham, Administrative Assistant  
Commissioner Addie L. Greene, Chairperson



2008 \_\_\_\_\_

Page 1 of 1

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer**

BGEX 042508-2609

FUND Transportation Improvement

| ACCOUNT NUMBER                             | ACCOUNT NAME   | ORIGINAL<br>BUDGET | CURRENT<br>BUDGET | INCREASE | DECREASE      | ADJUSTED<br>BUDGET | EXPENDED/<br>ENCUMBERED<br>AS OF<br>4/25/08 | REMAINING<br>BALANCE |
|--|--|--------------------|-------------------|----------|---------------|--------------------|---|----------------------|
| <b><u>TRANSFERS-COUNTY TRANS TRUST</u></b> |  |                    |                   |          |               |                    |   |                      |
| 3500-821-8006-9026                         | Tr To Co Trans Trust Fd 1201   | 2,000,000          | 2,507,670         | 10,000   | 0             | 2,517,670          | 0   | 2,517,670            |
| <b><u>RESERVE FOR DISTRICT 7</u></b>       |  |                    |                   |          |               |                    |   |                      |
| 3500-368-9117-9907                         | Res-Future Construction  | 3,797,960          | 3,771,995         | <u>0</u> | <u>10,000</u> | 3,761,995          |   |                      |
|  |  |                    |                   | 10,000   | 10,000        |                    |   |                      |
|  | (Greater Lake Worth Chamber of Commerce/4 <sup>th</sup> of July Celebration) |                    |                   |          |               |                    |   |                      |

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 05/20/08

Engineering & Public Works

R. D. Ward

4/25/08

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

2008\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGRV 042508-556

FUND County Transportation Trust

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL<br>BUDGET | CURRENT<br>BUDGET | INCREASE | DECREASE | ADJUSTED<br>BUDGET | EXPENDED/<br>ENCUMBERED<br>AS OF<br>04/25/08 | REMAINING<br>BALANCE |
|----------------|--------------|--------------------|-------------------|----------|----------|--------------------|--|----------------------|
|----------------|--------------|--------------------|-------------------|----------|----------|--------------------|--|----------------------|

COUNTY TRANS TRUST

|  |  |           |           |        |   |           |   |           |
|--|--|-----------|-----------|--------|---|-----------|---|-----------|
| 1201-800-8006-8162 Tr Fr Transport Imp Fd 3500 |  | 2,000,000 | 2,507,670 | 10,000 | 0 | 2,517,670 | 0 | 2,517,670 |
|--|--|-----------|-----------|--------|---|-----------|---|-----------|

COUNTY TRANS TRUST

|   |  |           |           |          |               |           |  |  |
|---|--|-----------|-----------|----------|---------------|-----------|--|--|
| 1201-800-8006-8000 Tr Fr General Fund Fd 0001 |  | 9,924,198 | 9,416,528 | <u>0</u> | <u>10,000</u> | 9,406,528 |  |  |
|---|--|-----------|-----------|----------|---------------|-----------|--|--|

(Greater Lake Worth Chamber of Commerce/4<sup>th</sup> of  
July Celebration)

10,000                      10,000

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 05/20/08

R. D. Ward

4/25/08

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

Engineering & Public Works  
Administration / Budget Approval  
OFMB Department – Posted

08-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 583 042108\*2589

FUND 0001 - GENERAL FUND

| ACCT NUMBER        | ACCOUNT NAME                 | ORIGINAL<br>BUDGET | CURRENT<br>BUDGET | INCREASE | DECREASE | ADJUSTED<br>BUDGET | EXPENDED/<br>ENCUMBERED<br>AS OF 04/21/08 | REMAINING<br>BALANCE |
|--------------------|------------------------------|--------------------|-------------------|----------|----------|--------------------|---|----------------------|
| <b>Transfers</b>   |                              |                    |                   |          |          |                    |   |                      |
| 0001-820-9100-9184 | Tr To Park Imprv Fd 3600     | 1,100,000          | 1,464,685         | 10,000   | 0        | 1,474,685          | 656,796                                   | 817,889              |
| 0001-820-9100-9026 | Tr To Co Trans Trust Fd 1201 | 9,924,198          | 9,559,513         | 0        | 10,000   | 9,549,513          | 4,855,303                                 | 4,694,210            |
| TOTAL              |                              |                    |                   | 10,000   | 10,000   |                    |   |                      |

Signatures

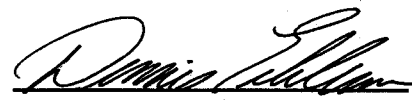
Date

By Board of County Commissioners  
At Meeting of  
May 20, 2008  
Deputy Clerk to the Court

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 4/23/08

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1  
  
BGRV 583 042108\*548  
BGEX 583 042108\*2590

FUND 3600 - PARK IMPROVEMENT

| ACCOUNT NUMBER                                 | ACCOUNT NAME                  | ORIGINAL<br>BUDGET | CURRENT<br>BUDGET | INCREASE | DECREASE | ADJUSTED<br>BUDGET | EXPENDED/<br>ENCUMBERED<br>AS OF 04/21/08 | REMAINING<br>BALANCE |
|--|-------------------------------|--------------------|-------------------|----------|----------|--------------------|---|----------------------|
| <b>REVENUES</b>                                |                               |                    |                   |          |          |                    |   |                      |
| 3600-800-8000-8000                             | Tr Fr General Fund Fd 0001    | 1,100,000          | 1,464,685         | 10,000   | 0        | 1,474,685          | 656,796                                   | 817,889              |
| <b>TOTAL RECEIPTS &amp; BALANCES</b>           |                               | 15,440,494         | 19,317,301        | 10,000   | 0        | 19,327,301         |   |                      |
| <b>APPROPRIATIONS</b>                          |                               |                    |                   |          |          |                    |   |                      |
| 3600-583-R917-002-8201                         | Contributions-Non-Govts Agncs | 0                  | 0                 | 10,000   | 0        | 10,000             | 0   | 10,000               |
| <b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b> |                               | 15,440,494         | 19,317,301        | 10,000   | 0        | 19,327,301         |   |                      |

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 4/23/08

By Board of County Commissioners  
At Meeting of  
May 20, 2008  
Deputy Clerk to the Court