

Agenda Item #: 3.M.2.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008

☒ Consent

☐ Regular

☐ Ordinance

☐ 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 The Norton Gallery and School of Art, Inc. for the period July 22, 2008, through October 31, 2008, in an amount not-to-exceed \$25,000 for funding of a museum exhibit and educational programming;
- B) A Budget Transfer of \$25,000 in the Transportation Improvement Fund from Reserve for District 7 to the County Transportation Trust Fund;
- C) A Budget Transfer of \$25,000 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 \$25,000 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 \$25,000 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 assist The Norton Gallery and School of Art, Inc. with costs for the "In the Hands of African American Collectors: The Personal Treasures of Bernard and Shirley Kinsey" exhibit (the "Exhibit") and associated educational programming currently being offered at the Norton Museum of Art. Approximately 30,000 visitors including many school groups and youth will view the Exhibit and participate in educational programs relating to the Exhibit. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to April 1, 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 \$25,000 from 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 annually per District was approved for this purpose. With the approval of this project, the remaining balance available in transfers for District 7 for FY 2008 is \$140,000. District 7 (AH)

Background and Justification: The Norton Gallery and School of Art, Inc. is a not-for-profit organization that strives to preserve, develop, exhibit, and interpret its permanent collection and to educate the public through special exhibitions, publications, and programs. The Norton Gallery and School of Art, Inc. is currently presenting a special exhibition entitled "In the Hands of African American Collectors: The Personal Treasures of Bernard and Shirley Kinsey" exhibit along with educational programming, predominantly for school children. The Exhibit is a repository for African American intellectual, historic, and artistic objects, as well as a reflection of their desire to know, document, and promote the shaping of African American history and culture.

The total cost of the Exhibit and educational programming is approximately \$237,905 for educational programming, student admissions, and miscellaneous Exhibit and project expenses. The \$25,000 from RAP – District 7 will help offset a portion of these costs. The Agreement has been executed on behalf of The Norton Gallery and School of Art, 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

Date

Approved by: _____

Assistant County Administrator

Date

6/30/08

7-15-08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>25,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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) \$25,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Atwillhite 7-8-08
OFMB ~~88~~ 7/7/08
SN 7/7/08 CN 7/2/08 SH 7/2/08
Dr. J. Jacoby 7/10/08
Contract Development and Control
7/9/08

B. Legal Sufficiency:

Anne Delgant 7/14/08
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP07-08\District 7\Norton Gallery and School of Art, Inc\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE NORTON GALLERY &
SCHOOL OF ART, INC. FOR A MUSEUM EXHIBIT AND EDUCATIONAL
PROGRAMMING**

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 Norton Gallery & School of Art, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Norton Gallery".

WITNESSETH:

WHEREAS, Norton Gallery is a not-for-profit organization that strives to preserve, develop, exhibit and interpret its permanent collection and to educate the public through special exhibitions, publications and programs; and

WHEREAS, Norton Gallery seeks to strengthen awareness of the arts in our region through encouraging participation, reaching out to improve the quality of life in all communities through appreciation of the visual arts and cultural heritage; and

WHEREAS, Norton Gallery is presenting an exhibit entitled "In the Hands of African American Collectors: The Personal Treasures of Bernard and Shirley Kinsey Exhibit" (the "Exhibit") along with educational programming; and

WHEREAS, the Exhibit was organized by the California African American Museum and presents the journey of Bernard and Shirley Kinsey who were local African American collectors; and

WHEREAS, the Exhibit is a repository for African American intellectual, historic, and artistic objects as well as a reflection of their desire to know, document, and promote the shaping of African American history and culture, and the educational programming is an attempt to explain and interpret the Exhibit to school children; and

WHEREAS, approximately 30,000 visitors are anticipated to visit the Exhibit and participate in educational programming; and

WHEREAS, the cost of the Exhibit and educational programming is anticipated to be approximately \$237,905 for educational programming, student admissions, and miscellaneous Exhibit and project expenses; and

WHEREAS, Norton Gallery has requested \$25,000 from County to offset costs for the Exhibit and educational programs; and

WHEREAS, County desires to provide funding for costs for the Exhibit and educational programming; and

WHEREAS, funding to assist Norton Gallery with the Exhibit and educational programming in an amount not-to-exceed \$25,000 is available from the Recreation Assistance Program (RAP) - District 7; and

WHEREAS, cultural and artistic exhibits and programs 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 \$25,000 to Norton Gallery for educational programming, student admissions, and miscellaneous Exhibit and 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 Norton Gallery 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 Norton Gallery. Said information shall list each invoice paid by Norton Gallery and shall include the vendor invoice number; invoice date; and the amount paid by Norton Gallery along with the number and date of the respective check and/or proof of payment for said payment. Norton Gallery shall attach a copy of each vendor invoice paid by Norton Gallery along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Norton Gallery's Program Administrator and Project Financial Officer shall certify the total funds spent by Norton Gallery on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Norton Gallery and approved by Norton Gallery as indicated.

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

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

8. The term of this Agreement shall be until October 31, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Norton Gallery is in default of its obligations under this Agreement, the County shall provide Norton Gallery thirty (30) days written notice to cure the default. In the event Norton Gallery 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 Norton Gallery for the Project deemed to be in default and Norton Gallery shall return any County RAP funds already collected by Norton Gallery 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. Norton Gallery shall complete the Project by July 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2008, through July 31, 2008. Norton Gallery shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2008. Upon written notification to County at least ninety (90) days prior to that date Norton Gallery may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Norton Gallery's request for said extension.

12. In the event Norton Gallery 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 Norton Gallery. The determination that Norton Gallery has ceased or suspended the Project shall be made by

County and Norton Gallery agrees to be bound by County's determination.

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

16. Norton Gallery 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. Norton Gallery shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review of acceptance of insurance maintained by Norton Gallery are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Norton Gallery under the Agreement.

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

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

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

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

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

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

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

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

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

As to the County:

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

As to Norton Gallery:

Board Chairperson
Norton Gallery & School of Art, Inc.
1451 South Olive Avenue
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 HEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

By: _____
Deputy Clerk

WITNESSES:

Susan W. Tughr
Nancy Beale

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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

By _____
Commissioner Addie L. Greene, Chairperson

THE NORTON GALLERY & SCHOOL OF ART,
INC.

FEI Number: 59-0624432

By: Christina Orr-Cahall
Name (Type or Print)
Title: Chief Exec. Officer

By: Christina Orr-Cahall
Signature

APPROVED AS TO TERMS AND CONDITIONS

By: Dennis Eshleman
Dennis Eshleman, Director
Parks and Recreation Department

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

Name of Agency: **Norton Gallery & School of Art, Inc.**

Mailing Address: **1451 South Olive Avenue, West Palm Beach, FL 33401**

Federal Employer Identification Number: 59-0624432

Name of President/ Board Chairman: Christina Orr-Cahall

Project Liaison Information:

Name: Larry Rosensweig

Telephone #: 561-832-5196

Fax #: 561-659-4689

e-mail: rosensweigl@norton.org

Purpose/Mission of Agency:

The Norton Museum of Art strives to preserve, develop, exhibit and interpret its outstanding permanent collection and to educate the public through special exhibitions, publications and programs. The Norton seeks to strengthen awareness of the arts in our region through encouraging participation, reaching out to improve the quality of life in all communities through appreciation of the visual arts and cultural patrimonies.

PROJECT INFORMATION

Name of Project:

1. **"IN THE HANDS OF AFRICAN AMERICAN COLLECTORS: THE PERSONAL TREASURES OF BERNARD AND SHIRLEY KINSEY EXHIBIT" AND EDUCATIONAL PROGRAMMING**

2. Project Description

- General (Project Scope): Organized by the California African American Museum, *In the Hands of African American Collectors: The Personal Treasures of Bernard & Shirley Kinsey* presents the journey of these collectors as they embrace and acquire art and artifacts. Their collection is not only a repository for African American intellectual, historic and artistic objects, but also a reflection of their desire to know, document and promote that which has shaped and continues to shape African American history and culture.
- Public Purpose: Exhibition and Educational Programs
- Location and Date: Norton Museum of Art, April 19 – July 20, 2008
- Anticipated Number of Participants/Users: 30,000

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Education *programming*

Student Admission

Miscellaneous Project Expenses

4. Estimated Lump Sum Total for Project: \$ 237,905

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). 4/1/08 to 7/31/08

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 Attachment:
Certificate of Insurance _____

Amount of Recreation Assistance Program Funding awarded

\$ 25,000
District 7

Note: Funding to be transferred to RAP 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 This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage (_____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date

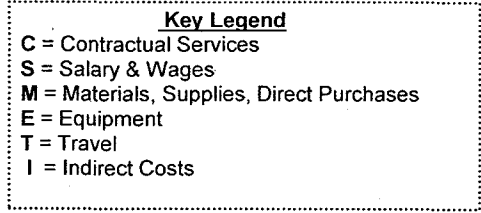


EXHIBIT B

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

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

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 _____

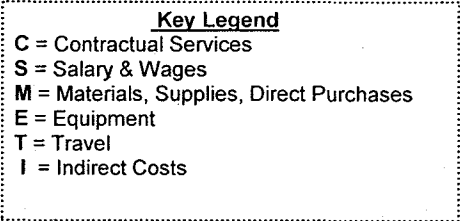


EXHIBIT B
(cont'd.)


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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/16/2008	
PRODUCER Wells Fargo Insurance Services Southeast, Inc. 2054 Vista Parkway, Suite 400 West Palm Beach, FL 33411-2718 (561) 655-5500		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 Norton Gallery & School of Art, Inc. 1451 South Olive Avenue West Palm Beach, FL 33401		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Charter Oak Fire Insurance Company	
		INSURER B: St. Paul Fire & Marine Ins Company	
		INSURER C: FCCI Insurance Company	
		INSURER D: Chubb Custom	
		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		P6601366M327COF08	4/1/2008	4/1/2009	EACH OCCURRENCE	\$	1,000,000			
		X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000			
			<input type="checkbox"/>				CLAIMS MADE	X	OCCUR	MED EXP (Any one person)	\$	5,000
							<input type="checkbox"/>			PERSONAL & ADV INJURY	\$	1,000,000
		<input type="checkbox"/>					GENERAL AGGREGATE	\$	5,000,000			
		GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000	
		X	POLICY				<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC		
A		AUTOMOBILE LIABILITY		P6601366M327COF08	4/1/2008	4/1/2009	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000			
		<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$				
		<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$				
		<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$				
		X	HIRED AUTOS									
		X	NON-OWNED AUTOS									
		<input type="checkbox"/>										
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$				
		<input type="checkbox"/>	ANY AUTO				OTHER THAN EA ACC	\$				
		<input type="checkbox"/>					AUTO ONLY: AGG	\$				
B		EXCESS/UMBRELLA LIABILITY		QK06802786	4/1/2008	4/1/2009	EACH OCCURRENCE	\$	7,000,000			
		<input type="checkbox"/>	OCCUR				<input type="checkbox"/>	CLAIMS MADE	AGGREGATE	\$	7,000,000	
		<input type="checkbox"/>						\$				
		<input type="checkbox"/>	DEDUCTIBLE					\$				
		X	RETENTION				\$	10,000		\$		
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		001WC08A23999	1/1/2008	1/1/2009	X	WC STATU-TORY LIMITS		OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	\$	500,000			
		If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$	500,000			
							E.L. DISEASE - POLICY LIMIT	\$	500,000			
D		OTHER		79580094	4/1/2008	4/1/2009						
Property		Bldg, Cnts, EE					\$5,000,000 Loss Limit					

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

ref: Hands of African American Collectors: The personal Treasures of Bernard and Shirley Kinsey and related educational programming.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Palm Beach County Parks and Recreation Department 2700 6th Avenue South Lake Worth, FL 33461-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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: 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

08-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 583 062408*2948

FUND 0001 - GENERAL FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/19/08	REMAINING BALANCE
<u>Transfers</u>								
0001-820-9100-9184	Tr To Park Imprv Fd 3600	1,100,000	2,109,470	25,000	0	2,134,470	1,565,247	569,223
0001-820-9100-9026	Tr To Co Trans Trust Fd 1201	9,924,198	12,273,238	0	25,000	12,248,238	8,255,492	3,992,746
	TOTAL			25,000	25,000			


Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 6/30/08

By Board of County Commissioners
At Meeting of
July 22, 2008
Deputy Clerk to the Court

2008 _____

Page 1 of 1

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

BGEX 062008-2913

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 6/20/08	REMAINING BALANCE
<u>TRANSFERS-COUNTY TRANS TRUST</u>								
3500-821-8006-9026	Tr To Co Trans Trust Fd 1201	2,000,000	2,542,670	25,000	0	2,567,670	0	2,567,670
<u>RESERVE FOR DISTRICT 7</u>								
3500-368-9117-9907	Res-Future Construction	3,797,960	3,732,095	<u>0</u>	<u>25,000</u>	3,707,095		
				25,000	25,000			
(Norton Gallery & School of Art/Museum Exhibit and Education Programming-Rap #1)								

SIGNATURE

DATE

**By Board of County Commissioners
At Meeting of 07/22/08**

Engineering & Public Works

_____ *R.D. Ward*

_____ *6/20/08*

Administration / Budget Approval

OFMB Department – Posted

**Deputy Clerk to the
Board of County Commissioners**

2008 _____

Page 1 of 1

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

BGRV 062008-622

FUND County Transportation Trust

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/20/08	REMAINING BALANCE
COUNTY TRANS TRUST								
1201-800-8006-8162	Tr Fr Transport Imp Fd 3500	2,000,000	2,542,670	25,000	0	2,567,670	0	2,567,670
COUNTY TRANS TRUST								
1201-800-8006-8000	Tr Fr General Fund Fd 0001	9,924,198	12,248,238	<u>0</u>	<u>25,000</u>	12,223,238		
				25,000	25,000			
(Norton Gallery & School of Art/Museum Exhibit & Education Programming-Rap #2)								

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 07/22/08

Engineering & Public Works

R. D. Ward

6/20/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 583 062408*626
BGEX 583 062408*2949

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/19/08	REMAINING BALANCE
REVENUES								
3600-800-8000-8000	Tr Fr General Fund Fd 0001	1,100,000	2,109,470	25,000	0	2,134,470	1,565,247	569,223
TOTAL RECEIPTS & BALANCES		15,440,494	21,596,646	25,000	0	21,621,646		
APPROPRIATIONS								
3600-583-R917-004-8201	Contributions-Non-Govts Agncs	0	10,000	25,000	0	35,000	0	35,000
TOTAL APPROPRIATIONS & EXPENDITURES		15,440,494	21,596,646	25,000	0	21,621,646		

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 6/30/08

By Board of County Commissioners
At Meeting of
July 22, 2008
Deputy Clerk to the Court

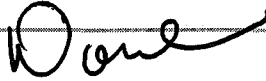
FW: TRANSFER OF FUNDS FROM DISTRICT IMPROVEMENT PROGRAM TO RECREATIONAL ASSISTANCE PROGRAM

Susan Yinger

Sent: Wednesday, May 21, 2008 4:29 PM

To: Veronica J. Kinnett

lists - gas tax transfer



From: Addie Greene

Sent: Wednesday, May 21, 2008 4:25 PM

To: Dennis Eshleman; Susan Yinger

Cc: Shirley Meeks

Subject: TRANSFER OF FUNDS FROM DISTRICT IMPROVEMENT PROGRAM (ENGINEERING DEPARTMENT) TO RECREATIONAL ASSISTANCE PROGRAM

Per Shirley Meeks, my Administrative Assistant, a request for transfer from and to the above programs is necessary to cover the funding request my office received from the Norton Art Gallery.

Please allow this correspondence to serve as confirmation that I would like to transfer in the amount of, but not to exceed, \$25,000 to honor the request of the Norton Art Gallery to assist with the support of The Personal Treasures of Bernard and Shirley Kinsey, "In the hands of African American Collectors.

Thank you for your assistance in this matter. If there are any questions concerning this request, please contact my Administrative Assistant, Shirley Meeks @ 355-6637.