

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: Agreement with Museum of Lifestyle and Fashion History, Inc. for the period July 22, 2008, through December 30, 2008, in an amount not-to-exceed \$7,000 for funding of Children and Parents' Day Winter Wonderland 2008 and narrated bus tours of historic Delray Beach.

**Summary:** This funding is to help offset costs for the Children and Parents' Day Winter Wonderland (the "Event") and narrated bus tours of historic Delray Beach offered by the Museum of Lifestyle and Fashion History, Inc. Approximately 1,850 people participated in the Event and the bus tours. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to September 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

**Background and Justification:** Museum of Lifestyle and Fashion History, Inc. (MLFH) is a not-for-profit history museum that offers retrospective and anthropology exhibits showcasing lifestyle, history, cultures, people, places, fashion trends, architecture, furnishings, locomotives and toys, and information about popular uses of artifacts by people/events over periods of time. MLFH provides narrated bus tours of historic Delray Beach on a regular basis. The tours include visits to historic districts and buildings, and information about the Seminole Native American, African American, Bahamian, German, and other white European settlers of Delray Beach. MLFH also offers special events including Children & Parents' Day Winter Wonderland.

The total annual cost of the narrated bus tours and the Event is approximately \$64,000 for supplies, personnel costs, design, printing, copying, signage, event costs, postage/mailing, t-shirts, information bags, advertising, bus rental fees, volunteer and tour guide uniforms, and other miscellaneous expenses. The \$7,000 from RAP - District 7 will help offset a portion of these expenses. The Agreement has been executed on behalf of Museum of Lifestyle and Fashion History, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:   
Department Director

6/30/08  
Date

Approved by:   
Assistant County Administrator

7-9-08  
Date

## **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>7,000</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>
<b>NET FISCAL IMPACT</b>	<u><b>7,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>	<u></u>	<u></u>	<u></u>	<u></u>

Is Item Included in Current Budget? Yes X No         
Budget Account No.: Fund 3600 Department 583 Unit R907  
Object 8201 Program N/A

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

<u>Recreation Assistance Program</u>		
District 7	3600-583-R907-158-8201	\$7,000

C. Departmental Fiscal Review: ckopelakis

### III. REVIEW COMMENTS

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

atwillhite 7.3.08  
 OFMB ~~22~~ 7/3/08 CN 7/2/08 SH 7/2/08  
**B. Legal Sufficiency:**

John J. Jacobst 7/8/08  
 Contract Development and Control  
 7/8/08

This Contract complies with our  
 contract review requirements.

### B. Legal Sufficiency:

Anne Delmont 7/9/08  
Assistant County Attorney

**C. Other Department Review:**

Department Director

REVISED 10/95  
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND MUSEUM OF LIFESTYLE  
AND FASHION HISTORY, INC. FOR CHILDREN & PARENTS' DAY WINTER  
WONDERLAND 2008 AND NARRATED BUS TOURS OF HISTORIC DELRAY  
BEACH**

MAY 14 2008

**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 Museum of Lifestyle and Fashion History, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "MLFH".

**WITNESSETH:**

**WHEREAS**, MLFH is a history museum that offers retrospective and anthropology exhibits showcasing lifestyle, history, cultures, people, places, fashion trends, architecture, furnishings, locomotives and toys, and information about popular uses of artifacts by people/events over periods of time; and

**WHEREAS**, MLFH offered the Children & Parents' Day Winter Wonderland 2008 Event (the "Event") on January 13, 2008 to provide three hundred fifty (350) families and children with a fun-filled day of adventures with arts, crafts, history education and entertainment activities for children; and

**WHEREAS**, MLFH offers narrated bus tours of historic Delray Beach, Florida, that serve approximately one thousand five hundred (1,500) participants annually and include visits to historic districts and buildings and share information about the Seminole Native American, African American, Bahamian, German, and other white European settlers of Delray Beach (the "Tours"); and

**WHEREAS**, the Event and the Tours cost approximately \$64,000 for supplies (arts and crafts, educational and office), personnel costs, design, printing, copying/signage, event costs (rentals performers, activity costs, parking, radio equipment, police/security, photography/videography/sound costs), postage/mailing, t-shirts, information bags, advertising, bus rental fees, volunteer and tour guide uniforms, and other miscellaneous expenses relating to the Event and the Tours; and

**WHEREAS**, MLFH has requested that County provide \$7,000 to help offset costs for the Event and the Tours; and

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

**WHEREAS**, historical, cultural, and educational programs serve a public benefit;  
and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$7,000 to MLFH for the Event and the Tours for supplies (arts and crafts, educational and office), personnel costs, design, printing, copying/signage, event costs (rentals performers, activity costs, parking, radio equipment, police/security, photography/videography/sound costs), postage/mailing, t-shirts, information bags, advertising, bus rental fees, volunteer and tour guide uniforms, and other miscellaneous expenses relating to the Event and the Tours, 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 MLFH 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 MLFH. Said information shall list each invoice paid by MLFH and shall include the vendor invoice number; invoice date; and the amount paid by MLFH along with the number and date of the respective check or proof of payment for said payment. MLFH shall attach a copy of each vendor invoice paid by MLFH 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, MLFH's Program Administrator and Project Financial Officer shall certify the total funds spent by MLFH on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by MLFH and approved by MLFH as indicated.

3. MLFH incurred expenses for the Project beginning on September 1, 2007. Those costs incurred by MLFH for the Project, approved and submitted accordingly by MLFH subsequent to September 1, 2007, 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 MLFH 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. MLFH warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

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

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

9. The parties agree that, in the event MLFH is in default of its obligations under this Agreement, the County shall provide MLFH thirty (30) days written notice to cure the default. In the event MLFH 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 MLFH for the Project deemed to be in default and MLFH shall return any County RAP funds already collected by MLFH 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. MLFH shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2007, through September 30, 2008. MLFH shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2008. Upon written notification to County at least ninety (90) days prior to that date MLFH may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny MLFH's request for said extension.

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

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

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

Agreement.

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

**Automobile.** Should MLFH use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include MLFH and Palm Beach County as Additional Insured.

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

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

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

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

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

19. The County and MLFH 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, MLFH 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 MLFH:

Executive Director  
Museum of Lifestyle and Fashion History, Inc.  
P.O. Box 6127  
Delray Beach, FL 33482

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

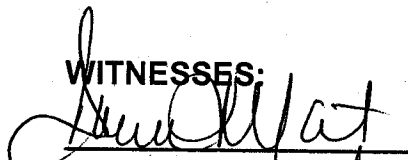
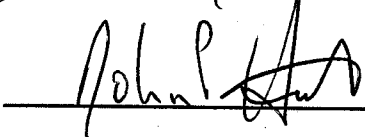
**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

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

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

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

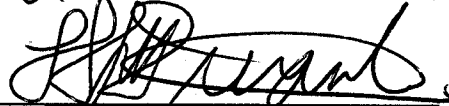
**WITNESSES:**

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

**MUSEUM OF LIFESTYLE AND FASHION HISTORY, INC.**  
FEI Number: 65-0999010

By: Lori J. Durante  
Name (Type or Print)

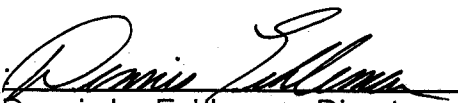
Title: Executive Director

By:   
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS AND CONDITIONS**

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

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

Name of Agency: **Museum of Lifestyle and Fashion History, Inc.**  
Mailing Address: P.O. Box 6127  
Delray Beach, FL 33482

Federal Employer Identification Number: 65-099010

Name of President: Charlotte G. Durante  
Name of Executive Director: Lori J. Durante  
Project Liaison Information:

Name: Lori J. Durante  
Telephone #: 561-243-2662  
Fax #: 561-243-9916  
e-mail: [Durante@MLFHMUSEUM.org](mailto:Durante@MLFHMUSEUM.org)

### PROJECT INFORMATION

1. Name of Project: Children's and Parents Day Winter Wonderland 2008 and Narrated Bus Tours of Historic Delray Beach
2. Project Description

- **General (Project Scope), Public Purpose**

Children & Parents Day Winter Wonderland 2008 was held on Sunday, January 13, 2008. The public purpose of this event was to provide families a fun-filled day of adventures with arts, crafts, history education and entertainment activities for children. Activities included arts and crafts, story book readings, a snow magic show, face paintings, and live music.

The Narrated Bus Tours of Historic Delray Beach, Florida (including all children's bus tour programs) are conducted year-round on the 4<sup>th</sup> Saturday of each month. The 1 hour & 45 minute tours include visits to historic districts and buildings and provide information about the Seminole Native American, African American, Bahamian, German and other White European settlers to Delray Beach, FL. In addition to local history, State history is included in the tour narration with information about the arrival of Spaniards in the 1500s and the migration to Florida of runaway African and Creek Native American slaves. The public purpose of the bus tours is to educate the public on historic architecture, historic preservation, and to make the public aware of historic Delray Beach landmarks. Historic tour sites include the 1926 Colony Hotel, 1936 Sandoway House, 1951 Pricilla Hotel, 1896 Greater Mt. Olive Baptist Church, 1897 St. Paul AME Church, 1903 Cason Methodist Church, 1904 Trinity Lutheran Church, 1904 St. Paul's Episcopal Church, 1911 St. Matthew's Episcopal Church, and 1924 First Presbyterian Church.

The one hour Children's Mathematics Narrated Bus Tours of Historic Delray Beach are lifestyle & historic Preservation tours with mathematics infused. Each tour's narrative and mathematics components are adjusted to the grade level of the students. These tours are currently offered and available year-round as a field trip program for school groups.

- **Location:**

Boynton Beach (Children & Parents Day Winter Wonderland)  
Delray Beach, Florida (Narrated Bus Tours of Historic Delray Beach)

- **Anticipated Number of Participants/Users:**

Children & Parents Day Winter Wonderland – 350 children & families  
Bus Tour program – 1,500 adults, families, children, youth and students

EXHIBIT A

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.

Supplies (arts & crafts, educational and office), personnel costs, design, printing, and copying signage, event costs (rentals, performers, activity costs, parking, radio equipment, police/security, photography and videography and sound costs), Postage/Mailing, T-shirts, Information Bags, advertising, bus rental fees, volunteer & tour guide uniforms, and other miscellaneous expenses relating to the projects.

4. Estimated Lump Sum Total : \$64,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). September 1, 2007 to September 30, 2008

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

6. Required Attachments:  
Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded \$ 7,000  
District 7  
(filled in by County)

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

EXHIBIT A

## 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)		
<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.

Administrator	Date	Financial Officer	Date
---------------	------	-------------------	------

**PBC USE ONLY**

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

Reviewed and Approved By: \_\_\_\_\_

PBC Project Administrator Date

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



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

PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B

Grantee: \_\_\_\_\_

Submittal #: \_\_\_\_\_

\_\_\_\_\_  
Date

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

Contract Reimbursement Period: \_\_\_\_\_

#	Payee (Vendor/Contractor)	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</b> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 5/13/2008
PRODUCER (561)732-9305 FAX: (561)364-9848 Harvey E. Oyer Jr. Inc. 511 East Ocean Avenue		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.
Boynnton Beach FL 33435	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Museum of Lifestyle and Fashion History Inc. PO Box 6127	INSURER A: Burlington Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
Delray Beach FL 33482	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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	535B014960	3/7/2008	3/7/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Included
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC 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  
Additional Insured:  
Palm Beach County Parks and Recreation

<b>CERTIFICATE HOLDER</b>  Palm Beach County Parks and Recreation 2700 6th Ave S 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 10 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 Rob Macoviak/CHERYL
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**MARSH**

**CERTIFICATE OF INSURANCE**

CERTIFICATE NUMBER  
HOU-000694668-18

**PRODUCER**  
Marsh USA Inc.  
1000 Main Street, Suite 3000  
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

**COMPANY**  
**A** AMERICAN HOME ASSURANCE COMPANY  
**COMPANY**  
**B** N/A  
**COMPANY**  
**C**  
**COMPANY**  
**D**

016276-ACL-Casus-07-08 MST LIAB

**INSURED**  
Midnight Sun Tours  
220 South Dixie Highway  
Suite 2  
Lake Worth, FL 33480

**COVERAGES** This certificate amends and replaces any previously issued certificate for the policy period noted below.  
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A A A A A	<b>GENERAL LIABILITY</b>				<b>GENERAL AGGREGATE</b> \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL 1738141	09/16/07	09/16/08	<b>PRODUCTS - COMPROP AGG</b> \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL1738200 (Oregon)	09/16/07	09/16/08	<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				<b>EACH OCCURRENCE</b> \$ 1,000,000
					<b>FIRE DAMAGE (Any one fire)</b> \$ 1,000,000
					<b>MED EXP (Any one person)</b> \$
A A A A A	<b>AUTOMOBILE LIABILITY</b>				<b>COMBINED SINGLE LIMIT</b> \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO	CA 9799248 (Oregon)	09/16/07	09/16/08	<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> ALL OWNED AUTOS	CA 9798679	09/16/07	09/16/08	<b>BODILY INJURY (Per accident)</b> \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				<b>PROPERTY DAMAGE</b> \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				<b>AUTO ONLY - EA ACCIDENT</b> \$
	<input type="checkbox"/> ANY AUTO				<b>OTHER THAN AUTO ONLY</b> \$
					<b>EACH ACCIDENT</b> \$
					<b>AGGREGATE</b> \$
	<b>EXCESS LIABILITY</b>				<b>EACH OCCURRENCE</b> \$
	<input type="checkbox"/> UMBRELLA FORM				<b>AGGREGATE</b> \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A A A A A	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>	WC 3715758	09/16/07	09/16/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH FR
		WC 3715758 (California)	09/16/07	09/16/08	<b>EL EACH ACCIDENT</b> \$ 1,000,000
	<input checked="" type="checkbox"/> THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE	WC 2087663 (Wisconsin)	09/16/07	09/16/08	<b>EL DISEASE-POLICY LIMIT</b> \$ 1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 2087664 (Florida)	09/16/07	09/16/08	<b>EL DISEASE-EACH EMPLOYEE</b> \$ 1,000,000
	<b>OTHER Workers' Comp./Employers' Liab.</b>	WC 1177658 (Oregon)	09/16/07	09/16/08	See Above Limits
		WC 1212934 (Texas)	09/16/07	09/16/08	See Above Limits

**DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS**  
Palm Beach County Parks and Recreation and Museum of Lifestyle & Fashion History are included as Additional Insureds as respects all policies (except Workers' Compensation), as required by written contract, but only for liability arising out of the operations of the Named Insured.

**CERTIFICATE HOLDER**

Museum of Lifestyle & Fashion History  
Attn: Lori J. Durante  
322 NE 2nd Ave  
Delray Beach, FL 33444

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: John T. Riedel

*John T. Riedel*

MM(007)

VALID AS OF: 01/07/08