

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **September 9, 2008**

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with The Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc. for the period September 9, 2008, through March 31, 2009, in an amount not-to-exceed \$5,000 for funding of the Torry Island tree planting project.

Summary: This funding is to help offset costs incurred by The Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc. for spring and fall tree planting at Belle Glade's Torry Island, which is located in the south end of Lake Okeechobee. The project involves approximately 750 students and 250 adult volunteers. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: The Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc. is a not-for-profit organization whose mission is to develop, promote, and deliver science-based education and public outreach programs that are central to the restoration of the Everglades ecosystems and its historic River of Grass. The Foundation's tree planting project involves organizing volunteers to plant native wetland trees on Torry Island. The trees will create native habitat for Everglades plants and animals, improve water quality in Lake Okeechobee, improve the island's ability to withstand high and low water events, and beautify Torry Island to make it an eco-tourism destination to bolster the economy of the Glades communities. The tree planting project also gives citizens a chance to participate in the Everglades restoration.

The total cost of the tree planting project is estimated to be approximately \$100,000 for tree purchase, delivery, site-clearing, planting, supervision by an arborist, on-site transportation costs for educator, supplies, and other miscellaneous expenses relating to the project. The \$5,000 from RAP - District 6 will help offset project expenses. The Agreement has been executed on behalf of The Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

8/12/08
Date

Approved by: 
Assistant County Administrator

8/22/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>5,000</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>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Units R906
 Object 8201 Program N/A

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

Recreation Assistance Program
 District 6 3600-583-R906-179-8201 \$5,000

C. Departmental Fiscal Review: chopelakis

III. REVIEW COMMENTS

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

 Atwillhite 8-18-08 Jim J. Jacoby 8/21/08
 OFMB 28 8/18/08 VO 8/19 Contract Development and Control 6/20/08 8/21/08

B. Legal Sufficiency: SH 8/15/08 This Contract complies with our contract review requirements.

 Anne Helgent 8/21/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ARTHUR R. MARSHALL,
JR. FOUNDATION AND FLORIDA ENVIRONMENTAL INSTITUTE, INC. FOR TORRY
ISLAND TREE PLANTING PROJECTS**

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 Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Foundation".

WITNESSETH:

WHEREAS, Foundation is a not-for-profit organization whose mission is to develop, promote, and deliver science-based education and public outreach programs that are central to the restoration of the Everglades ecosystems and its historic River of Grass; and

WHEREAS, Foundation is sponsoring Torry Island Tree Planting projects to restore the greater Everglades ecosystem by organizing approximately seven hundred fifty (750) students and two hundred fifty (250) adult volunteers to plant native wetland trees on Torry Island; and

WHEREAS, the tree planting projects will create native habitat for Everglades plants and animals, improve water quality in Lake Okeechobee, improve the island's ability to withstand high and low water events, beautify Torry Island and make it an eco-tourism destination to bolster economy of the Glades communities, and give citizens a chance to participate in Everglades restoration; and

WHEREAS, the total cost of the tree planting projects is estimated to be approximately \$100,000 for tree purchase and delivery, site-clearing, and planting, supervision by an arborist, supplies, and other miscellaneous expenses relating to the tree planting project; and

WHEREAS, Foundation has requested that County provide \$5,000 to offset expenses for the tree planting project; and

WHEREAS, funding for the tree planting project in an amount not-to-exceed \$5,000

for the tree planting project is available from the Recreation Assistance Program (RAP) District 6; and

WHEREAS, community environmental and ecological projects are deemed a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not to exceed \$5,000 to Foundation for the tree planting project for tree purchase and delivery, site-clearing, and planting, supervision by an arborist, supplies, and other miscellaneous expenses relating to the tree planting project, 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 Foundation 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 Foundation. Said information shall list each invoice paid by Foundation and shall include the vendor invoice number; invoice date; and the amount paid by Foundation along with the number and date of the respective check or proof of payment for said payment. Foundation shall attach a copy of each vendor invoice paid by Foundation 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, Foundation's Program Administrator and Project Financial Officer shall certify the total funds spent by Foundation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Foundation and approved by Foundation as indicated.

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

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

8. The term of this Agreement shall be until March 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Foundation is in default of its obligations under this Agreement, the County shall provide Foundation thirty (30) days written notice to cure the default. In the event Foundation 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 Foundation for the Project deemed to be in default and Foundation shall return any County RAP funds already collected by Foundation 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. Foundation shall complete the Project by December 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2008, through December 31, 2008. Foundation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Foundation may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Foundation's request for said extension.

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

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

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

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

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

Additional Insured. Foundation 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.” Foundation shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

19. The County and Foundation 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, Foundation 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 Foundation:

President
Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc.
P.O. Box 2620
Palm Beach, Fl 33480

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:

Susan W. Yinger
Veronica Kennett

THE ARTHUR R. MARSHALL, JR. FOUNDATION AND FLORIDA ENVIRONMENTAL INSTITUTE, INC.
EIN Number: 65-0819331

By: Josette Kaufman
Name (Type or Print)

Title: Executive Director

By: Josette Kaufman
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Name of Agency: Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc.

Mailing Address: P.O. Box 2620, Palm Beach, FL 33480

Federal Employer Identification Number: 650819331

Name of President: John A Marshall

Name of Executive Director: Josette G Kaufman

Project Liaison Information: :

Name: Eric Gehring

Telephone #: 561-805-8733

Fax #: 561-805-7359

e-mail: Education@ArtMarshall.com

Purpose/Mission of Agency: To develop, promote & deliver science-based education & public outreach programs that are central to the restoration of the Everglades ecosystem & its historic PROJECT INFORMATION River of Grass.

1. Name of Project: Torrey Island Tree Planting Project

2. Project Description

- General (Project Scope):

See attached

- Public Purpose: See attached

- Location and Date: Spring / Fall 2008

- Anticipated Number of Participants/Users: 1,000

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.

See attached.

4. Estimated Lump Sum Total for Project: \$ 100,000

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). 11/1/08 to 12/31/08

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

\$ 5,000
District 6
(filled in by County)

EXHIBIT A

Recreation Assistance Program (RAP) project description

1. Torry Island Tree Planting
2. Project Description:

General (Project Scope): Prior to settlement, the southern boundary of Lake Okeechobee was covered by a unique pond apple (*Amona glabra*) forest. Part of the greater Everglades ecosystem, this habitat periodically received large amounts of water as the Lake seasonally overflowed, and the water headed south towards Florida Bay. The pond apple habitat supported a variety of other plantlife, such as ferns, orchids and vines as well as numerous animal species. Birds especially use this vast forest to roost and to raise their young. Underlying this forested swamp was a rich muck soil. As drainage began to control the fluctuating lake levels and soils were dried, the pond apples were removed to create opportunities for agriculture. Thus Torry Island, at the southern end of Lake Okeechobee became farmland. After the completion of the Herbert Hoover dike and several devastating hurricanes the island was eventually abandoned and became property of the city of Belle Glade and the SFWMD. In an attempt to restore the greater Everglades ecosystem, the Arthur R. Marshall Foundation and the city of Belle Glade are planting native wetland trees on Torry Island.

Public Purpose: This volunteer-driven project will create native habitat for Everglades plants and animals, improve water quality in Lake Okeechobee, improve the island's ability to withstand high and low water events, beautify Torry Island and make it an eco-tourism destination to bolster economy of the Glades communities. It also gives citizens, both adult and students a chance to participate in Everglades restoration.

Location and Date: Torry Island, Belle Glade; 1/1/08-12/31/08

Number of Participants: 750 students and 250 adult volunteers

3. Project Elements:

- a. 33-gallon pond apple trees.
cost includes transportation and delivery, site-clearing, planting supervision by arborist, on-site transportation.
- b. Transportation costs for educator.
- c. Supplies: water, hand soap, ice.
- d. *Other miscellaneous expenses related to the project*

Total: \$5,000.00



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

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

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

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

Administrator

Date

Financial Officer

Date

PBC USE ONLY

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

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date



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

**PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

Submittal #: _____

 Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/16/2008
PRODUCER (561)832-1144 FAX: (561)832-1140 Kurit and Abrams Insurance Services, Inc. 319 Clematis Street Suite 119 West Palm Beach FL 33401	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 Arthur R Marshall Foundation 2806 S. Dixie Hwy West Palm Beach FL 33405	INSURERS AFFORDING COVERAGE INSURER A: Century Surety INSURER B: United States Liability INSURER C: INSURER D: INSURER E	NAIC #

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		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CCP483771	6/7/2008	6/7/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC				
		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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B		OTHER Directors & Officers EPLI	9907573A	9/4/2007	9/4/2008	EACH OCCURRENCE \$1,000,000 GENERAL AGGREGATE 1,000,000 \$250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is listed as additional insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commiss Department of Parks and Recreations 2700 6th Avenue South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

**Arthur R. Marshall Foundation
& Florida Environmental Institute, Inc.**

July 18, 2008

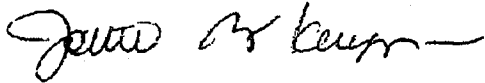
Dennis Eshleman
Director Parks & Recreation
2700 6th Avenue South
Lake Worth, Fl 33461

Re: RAP Funding Agreement-Marshall Foundation-Torry Island Planting

Dear Mr. Eshleman:

Please accept this letter as notification that the Arthur R. Marshall Foundation is not required by the State of Florida to carry workers compensation insurance at this time.

Sincerely,



Josette G. Kaufman
Executive Director