

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 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 Keep Palm Beach County Beautiful, Inc. for the period October 21, 2008, through December 30, 2009, in an amount not-to-exceed \$7,500 for funding of the Elders' Cove eco-art restoration project in Dreher Park.

Summary: This funding is to assist with the cost of Keep Palm Beach County Beautiful's Elders' Cove group restoration of an eco-art project in Dreher Park that sustained damage from hurricanes in 2004 and 2005. The eco-art site features a learning garden that is viewed by approximately 250,000 people annually. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 2 Funds. District 2 (AH)

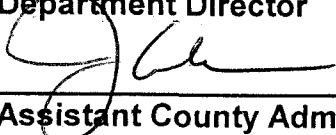
Background and Justification: Keep Palm Beach County Beautiful, Inc. is a not-for-profit organization that serves as Palm Beach County's affiliate of Keep America Beautiful, Inc. and Keep Florida Beautiful, Inc. Its mission is to improve the quality of life in Palm Beach County through litter prevention education, beautification efforts, and environmental stewardship. Keep Palm Beach County Beautiful sponsors the grass roots Friends of Elders' Cove group, which provided the first permanent eco-art project in South Florida by developing a "bio-sculpture" in Dreher Park's northernmost lake consisting of sculptured earthen mounds planted with native plants and trees. The site features a learning garden. Friends of Elders' Cove will repair damage the eco-art site sustained from hurricanes.

The project is anticipated to cost approximately \$50,000 for removal of grass/exotics, planting of transition zones and littoral shelves, purchase and installation of trees for lake transition zones, refurbishment of bio-sculpture and pumps/irrigation, dock repair, replacement of damaged signs, and other miscellaneous expenses related to the project. The \$7,500 from District 2 RAP funding will offset a portion of Keep Palm Beach County Beautiful's expenses for the project. The Agreement has been executed on behalf of Keep Palm Beach County Beautiful, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

9/30/08
Date

Approved by: 
Assistant County Administrator

10/14/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>7,500</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>7,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/District 2
 3600-583-R902-114-8201 \$7,500

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

Amelakis 10-8-08
 OFMB 10/8/08 *CV initials 5/4/10/10/08*

Jim J. Jacob 10/8/08
 Contract Development and Control *E. Jones 10/8/08*

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

DS 10/14/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND KEEP PALM BEACH
COUNTY BEAUTIFUL, INC. FOR THE ELDERS' COVE ECO-ART RESTORATION
PROJECT IN DREHER PARK**

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 Keep Palm Beach County Beautiful, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "KPBCB".

W I T N E S S E T H:

WHEREAS, KPBCB is a volunteer-based not-for-profit organization which serves as Palm Beach County's affiliate of Keep America Beautiful, Inc. and Keep Florida Beautiful, Inc. whose mission is to improve the quality of life in Palm Beach County, Florida through litter prevention education, beautification efforts and environmental stewardship; and

WHEREAS, KPBCB sponsors the grass-roots Friends of Elders' Cove group which has initiated the first permanent eco-art project in South Florida by developing a "biosculpture" in Dreher Park's northernmost lake consisting of sculptured earthen mounds created from excavated dirt and replanted with native plants and trees; and

WHEREAS, the eco-art site features a learning garden that includes native flora with a strong significance to native cultures of the Seminoles and their ancestors, and includes symbols used by native people who have a strong connection to coastal lands of South Florida; and

WHEREAS, whereas the eco-art project was damaged by the three consecutive hurricanes in 2004 and 2005, the Friends of Elders Cove has raised funding to restore the eco-art project; and

WHEREAS, it is anticipated that 250,000 participants/users will view the eco-art project annually after it is reconstructed; and

WHEREAS, the total cost of the eco-art restoration project is anticipated to be approximately \$50,000 for removal of grass/exotics, planting of transition zones and littoral shelves, purchase and installation of trees for lake transition zones, refurbishment of biosculpture and pumps/irrigation, dock repair, replacement of damaged signs, and other miscellaneous expenses related to the project; and

WHEREAS, KPBCB has requested funding in the amount of \$7,500 to help offset costs for the eco-art Restoration Project; and

WHEREAS, funding for the eco-art Restoration Project in the amount of \$7,500 is available from the Recreation Assistance Program (RAP) – District 2; and

WHEREAS, environmental restoration and artistic projects 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 \$7,500 to KPBCB for the eco-art Restoration Project in Dreher Park for removal of grass/exotics, planting of transition zones and littoral shelves, purchase and installation of trees for lake transition zones, refurbishment of bio-sculpture and pumps/irrigation, dock repair, replacement of damaged signs, and other miscellaneous expenses related to the 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 KPBCB 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 KPBCB. Said information shall list each invoice paid by KPBCB and shall include the vendor invoice number; invoice date; and the amount paid by KPBCB along with the number and date of the respective check or proof of payment for said payment. KPBCB shall attach a copy of each vendor invoice paid by KPBCB 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, KPBCB's Program Administrator and Project Financial Officer shall certify the total funds spent by KPBCB on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by KPBCB and approved by KPBCB as indicated.

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

6. KPBCB 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, gender identity or expression.

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

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

9. The parties agree that, in the event KPBCB is in default of its obligations under this Agreement, the County shall provide KPBCB thirty (30) days written notice to cure the default. In the event KPBCB 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 KPBCB for the Project deemed to be in default and KPBCB shall return any County RAP funds already collected by KPBCB 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. KPBCB shall complete the Project by September 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2008, through September 30, 2009. KPBCB 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, 2009. Upon written notification to County at least ninety (90) days prior to that date KPBCB may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny KPBCB's request for said extension.

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

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

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

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

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

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

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

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

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

19. The County and KPBCB 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, KPBCB 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 KPBCB:

Executive Director
Keep Palm Beach County Beautiful, Inc.
1920 Palm Beach Lakes Boulevard, Suite 210
West Palm Beach, FL 33409

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:

Greene Vasquez
April Eads

KEEP PALM BEACH COUNTY BEAUTIFUL, INC.

FEI Number: 65-0117981
By: Lourdes Ferris
Name (Type or Print)

Title: Executive Director

By: Lourdes Ferris
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Name of Agency: Keep Palm Beach County Beautiful, Inc.
Address: 1920 Palm Beach Lakes Boulevard, Suite 210, West Palm Beach, FL
33409
Federal Employer Identification Number: 65-0117981

Name of President: Jo Ellen Leisinger
Name of Executive Director: Lourdes Ferris

Project Liaison Information:

Name: Lourdes Ferris
Telephone #: (561) 686-6646 or cell (561) 389-7684
Fax #: (561) 686-6642
e-mail: keepPBC@bellsouth.net

PROJECT INFORMATION

1. Name of Project: Elders' Cove Eco-Art Restoration Project in Dreher Park
2. Project Description
 - General (Project Scope):

This ecoart work, known as "Elders' Cove" is the first, and currently the only, permanent ecoart project in South Florida. It is also notable as it was designated by Americans for the Arts' Public Art Network as one of the "best public art projects--2005." Elders' Cove was created during 2003 and 2004 by internationally renowned ecoartists Jackie Brookner (see www.jackiebrookner.net) and Angelo Ciotti (www.angelociotti.com). The ecoart is multiply-layered and includes:

- an innovative "biosculpture" in the northernmost lake, the only one of the string of lakes down the center of the 103 acre park that is human made, and was created during the renovation;
- sculptured earthen mounds created from the dirt excavated from the human-created northernmost lake.
- a "cypress island" replanted with native Everglades plants and trees that provides a visible remnant of the Everglades plant ecology that used to prevail in this site;
- a "learning garden" planted with flora that have strong significance in native cultures of the Seminoles and their ancestors, and including important symbology as well, such as the limestone turtle referring to the creation myth central to the native peoples' cosmology and the "circle of life" traced with tiles and patterns representing colors used frequently in textiles of the native peoples who have such a strong connection to the coastal lands of South Florida.

- Public Purpose:

This ecoart integration into Dreher Park's renovation was intended to increase the appeal of the park which had languished in deteriorated state for some years. It was hoped that visitors drawn to the major educational institutions located in the park (the Zoo and the Science Museum) would be attracted to venture outside the walls of the Zoo and the Museum to spend time contemplating the site not only as an urban park of particular beauty, but also as an historically important area that had been a dwelling place for many species of plants, animals and human beings reaching back through millennia.

Unfortunately, even before the park's ecoart could enter public consciousness, the work was severely damaged as a result of three consecutive hurricanes in 2004 and 2005, and by inappropriate maintenance practices. Until the summer of 2007, the work was virtually unknown. In September of that year, the Friends of Elders' Cove was established to restore Elders' Cove. Since that time, a broad coalition of organizations have come together to raise the funds, and work with the West Palm Beach Parks and Recreation Department to diagnose the damage and develop a plan for restoration. To date the grass roots group, Friends of Elders' Cove,

operating under the fiscal agency of Keep Palm Beach County Beautiful, Inc., a 501(c)(3) nonprofit, have raised over \$35,000 toward the estimated \$50,000 cost to restore the work.

- Location: Dreher Park, West Palm Beach
- Anticipated Number of Participants/Users: Potential of about 250,000 participant/users based on attendance at the Zoo and Science Museum. It is anticipated that users may increase once the planned Southern Blvd. entrance into the park is built.

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

Contractual services: Removal of torpedo grass/exotics
Planting of transition zones and littoral shelves
Trees for lake transition zones
Capital Outlay: Refurbishment of bio-sculpture and pumps/irrigation
Dock Repair
Miscellaneous Project Expenses: Replacement of damaged signs
Choko Lochi restoration

4. Estimated Lump Sum Total for Project: \$50,000
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). October 1, 2008 to *September 30, 2009.*

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 \$ 7,500
District 2
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/08


PRODUCER Kornreich/NIA 1400 Centrepark Boulevard Suite 600 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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Keep Palm Beach County Beautiful Inc. 1920 Palm Beach Lakes Blvd - Suite 210 West Palm Beach, FL 33409	INSURER A: Philadelphia Indemnity Insurance Co	18058
	INSURER B: Philadelphia Insurance Company	23850
	INSURER C: Hartford Insurance Group	
	INSURER D:	
	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	INSRC	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK262891	12/13/07	12/13/08	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 - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK262891	12/13/07	12/13/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <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 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
Palm Beach County as additional insured with respects to the General Liability.

CERTIFICATE HOLDER Palm Beach County C/O Parks & Recreation Dept 2700 6th Ave S Lake Worth, FL 33463	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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.



September 11, 2008

Dennis L. Eshleman, Director
Department of Parks and Recreation
Palm Beach County
2700 6th Avenue South
Lake Worth, FL 33461

Dear Mr. Eshleman:

This is to notify you that our non-profit organization, Keep Palm Beach County Beautiful, Inc., employs one staff member, and is not required by the State of Florida to carry worker's compensation insurance coverage.

Sincerely,

Lourdes Ferris
Executive Director

c: Jo Ellen Leisinger, President

