

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 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 Martin Luther King, Jr. Coordinating Committee of West Palm Beach, Inc. for the period December 2, 2008, through January 1, 2010, in an amount not-to-exceed \$5,500 for funding of the 2008 Performing Arts Competition and the Martin Luther King, Jr. Scholarship Breakfast.

Summary: This funding is to help offset costs for special community events being sponsored by the Martin Luther King, Jr. Coordinating Committee of West Palm Beach, Inc. Approximately 5,000 people will participate in the two events, which will be held at Roosevelt Middle School and the Palm Beach County Convention Center. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (DW)

Background and Justification: Martin Luther King, Jr. Coordinating Committee of West Palm Beach, Inc. (MLKCC) is a not-for-profit organization whose mission includes offering cultural programs for students centered around the principles by which Dr. Martin Luther King, Jr. lived his life. MLKCC is expanding its student programs by offering the Performing Arts Competition at Roosevelt Middle School and the Martin Luther King, Jr. Scholarship Breakfast at the Palm Beach County Convention Center. The events will provide multi-cultural activities to enable citizens to learn more about the power of non-violence and tolerance of diversity.

The total cost of the events is estimated to be approximately \$7,000 for sound system and lighting costs, music (band and director), equipment costs (rental and purchase), public transportation costs for speakers, speaker honoraria, travel and lodging, printing and public relations, and other miscellaneous expenses related to the events. The \$5,500 from District 7 RAP funding will help offset costs for the events. The Agreement has been executed on behalf of Martin Luther King, Jr. Coordinating Committee of West Palm Beach, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

11/10/08
Date

Approved by: 
Assistant County Administrator

11/25/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>5,500</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>5,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3600 Department 583 Unit R917
 Object 8201 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/Transportation Improvement Fund-District 7
 3600-583-R917-013-8201 \$5,500

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

White 11-19-08
 OFMB *SS 11/21/08*
11/13/08
11/20/08
James J. Jacobson 11/20/08
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 11/24/08
 Assistant County Attorney
 Updated insurance is needed.

This Contract complies with our contract review requirements.
 Parks of Rec. is obtaining proof of updated insurance.

C. Other Department Review:

 Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY AND MARTIN LUTHER KING, JR. COORDINATING COMMITTEE, INC. FOR THE 2009 PERFORMING ARTS COMPETITION/MARTIN LUTHER KING, JR. SCHOLARSHIP BREAKFAST

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 Martin Luther King, Jr. Coordinating Committee ^{OF WEST PALM BEACH} Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "MLKCC".

WITNESSETH:

WHEREAS, MLKCC is a not-for-profit organization whose mission includes offering cultural programs for students centered around the principles by which Dr. King lived his life; and

WHEREAS, MLKCC is expanding its student programs by offering the Performing Arts Competition at Roosevelt Middle School and the Martin Luther King Scholarship Breakfast at the Palm Beach County Convention Center (the "Events"); and

WHEREAS, the Events will be attended by approximately five thousand (5,000) participants; and

WHEREAS, the Events will provide multicultural activities to enable citizens to learn more about the power of non-violence and tolerance of diversity; and

WHEREAS, the Events are anticipated to cost approximately \$7,000 for sound system and lighting costs, music (band and director), equipment costs (rental and purchase), public transportation costs for speakers, speaker honoraria, travel and lodging, printing and public relations, and other miscellaneous expenses related to the Events; and

WHEREAS, MLKCC has requested that County provide \$5,500 to assist with costs for the Events; and

WHEREAS, funding for the Events in an amount not-to-exceed \$5,500 is available from The Recreation Assistance Program (RAP) – District 7; and

WHEREAS, cultural, educational, and motivational 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 \$5,500 to MLKCC for the Events for sound system and lighting costs, music (band and director), equipment costs (rental

and purchase), public transportation costs for speakers, speaker honoraria, travel and lodging, printing and public relations, and other miscellaneous expenses related to the Events, 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 MLKCC 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 MLKCC. Said information shall list each invoice paid by MLKCC and shall include the vendor invoice number; invoice date; and the amount paid by MLKCC along with the number and date of the respective check or proof of payment for said payment. MLKCC shall attach a copy of each vendor invoice paid by MLKCC 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, MLKCC's Program Administrator and Project Financial Officer shall certify the total funds spent by MLKCC on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by MLKCC and approved by MLKCC as indicated.

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

6. MLKCC 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. MLKCC 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 January 1, 2010, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event MLKCC is in default of its obligations under this Agreement, the County shall provide MLKCC thirty (30) days written notice to cure the default. In the event MLKCC 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 MLKCC for the Project deemed to be in default and MLKCC shall return any County RAP funds already collected by MLKCC 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. MLKCC shall complete the Project by October 1, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2008, through October 1, 2009. MLKCC shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 1, 2010. Upon written notification to County at least ninety (90) days prior to that date MLKCC may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny MLKCC's request for said extension.

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

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

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

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

Worker's Compensation Insurance & Employer's Liability. MLKCC shall maintain Worker's Compensation & Employers Liability in accordance with Florida

Statutes Chapter 440. MLKCC shall provide this coverage on a primary basis.

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

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

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

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

19. The County and MLKCC 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, MLKCC 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 MLKCC:

Executive Director
Martin Luther King, Jr. Coordinating Committee, Inc.
1444 8th Street
West Palm Beach, FL 33401

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

IN WITNESS 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: _____
Chair

WITNESSES:

Susan W. Yager
Deanna Bennett

MARTIN LUTHER KING, JR. OF WEST PALM BEACH, COORDINATING COMMITTEE, INC. INC.
FEI Number: 65-002152

By: Edith C. Bush
Name (Type or Print)

Title: Executive Director

By: Edith C. Bush
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: Martin Luther King, Jr. Coordinating Committee, Inc.
Address: 14448th Street, West Palm Beach, FL 33401

Federal Employer Identification Number: 65-0002152

Name of President: Edith Bush

Name of Executive Director: Edith Bush

Project Liaison Information:

Name: Edith Bush

Telephone #: 561-832-4682

Fax #: 561-655-8397

e-mail: ebush10339@aol.com

PROJECT INFORMATION

1. Name of Project: 2009 Performing Arts Competition/Martin Luther King, Jr. Scholarship Breakfast

2. Project Description

- General (Project Scope):

To Expand the cultural programs for students centered around the principles by which Dr. King lived his life. The multi-cultural activities will enable all citizens to learn more about the power of non-violence, tolerance of diversity and assist them with a greater capacity to love.

- Public Purpose: Participation and attendance by the public impacts the cultural heritage of the County, achieving a focused move toward racial harmony among all citizens

- Location: Performing Arts (Roosevelt Middle School, West Palm Beach); MLK Scholarship Breakfast (Palm Beach County Convention Center)

- Anticipated Number of Participants/Users: 5,000

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.

Sound system/lighting, music: band/director, rental: chairs, piano, toilets; equipment, transportation, speakers (honoraria), speaker travel expenses and lodging, printing, public relations (newspaper, radio), and other miscellaneous expenses.

4. Estimated Lump Sum Total for Project: \$ 7,000

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, 1008 to October 1, 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

\$ 5,500

District 7

(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

OP ID 88
MARTINL

DATE (MM/DD/YYYY)
08/06/08

PRODUCER:
FLORIDA CONSOLIDATED AGY, INC.
D/B/A NATIONAL CITY INSURANCE
 14145 U.S. Highway One
 Juno Beach FL 33408
 Phone: 561-775-7180 Fax: 561-775-7186

INSURED:
 Martin Luther King, Jr. Coord.
 Committee of W.P.B., Inc.
 c/o Edith Bush
 P.O. Box 3721
 W. Palm Beach FL 33402-3721

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 #
INSURER A:	Auto-Ownage Insurance Company	18988
INSURER B:		
INSURER C:		
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.

CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OSNL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	72567791	11/09/07	11/09/08	EACH OCCURRENCE	\$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 50000	
					MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 1000000
					PRODUCTS - COM/POP AGG	\$ 1000000
B	<input type="checkbox"/> 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)	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER				WC STATUTORY LIMITS	
					OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

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

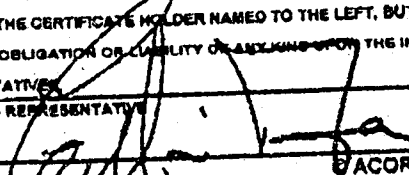
Clubs-Civic/Service/Social
 APalm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida has been added as additional insured as it pertains to General Liability.

CERTIFICATE HOLDER

Palm Beach County c/o
 Parks & Recreation Dept.
 Attn: Admin Supt Mnggr
 2700 Sixth Ave. 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: 

ACORD CORPORATION 191

Martin Luther King, Jr. Coordinating Committee



Edith C. Bush, Executive Director

November 3, 2008

Martin Luther King, Jr. Coordinating Committee
1444 8th Street
West Palm Beach, FL 33401

Commission Addie Greene
Governmental Center
301 Olive Avenue, 12th Floor
West Palm Beach, FL 3401

RE: MLK, Jr. Coordinating Committee Status

Dear Commissioner Greene,

This agency, the Martin Luther King, Jr. Coordinating Committee Status is an all volunteer organization and chose not to purchase Worker's Compensation.

We are not required by the state of Florida to carry Worker's Compensation Insurance.

We have made every effort to comply with the terms of the agreement of the County Commission. Thanks for your consideration.

Sincerely,

Edith Bush
MLK, Jr. Coordinating Committee
Executive Director

PALM BEACH COUNTY
CULTURAL COUNCIL

1444 8th Street * West Palm Beach, FL 33401-3045/P.O. Box 3721 * West Palm Beach, FL 33402-3721
(561) 832-4682 * FAX: 655-8397 * Email: ebush10339@aol.com

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EDITH BUSH
EDITH BUSH

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