Agenda Item #: 3.M.5.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	January 13, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Department	<u>t</u>	
Submitted For:	Parks and Recreation Departmen	<u>t</u>	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Museum of Lifestyle and Fashion History, Inc. for the period January 13, 2009, through November 30, 2009, in an amount not-to-exceed \$7,825 for funding of 2008-2009 exhibits and programs.

Summary: This funding is to help offset costs for 2008-2009 exhibits and programs offered by the Museum of Lifestyle and Fashion History, Inc. Approximately 4,000 people will participate in the exhibits and programs. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to September 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. <u>District 7</u> (AH)

Background and Justification: Museum of Lifestyle and Fashion History, Inc. (MLFH) is a not-for-profit history museum that offers retrospective and anthropology exhibits showcasing lifestyle, history, cultures, people, places, fashion trends, architecture, furnishings, locomotives and toys, and information about popular uses of artifacts by people/events over periods of time. Exhibits and programs being offered by MLFH in 2008-2009 include the Inaugural Palm Beach Luncheon, the 45th Annual Children & Parents Day Winter Wonderland, the 3rd Annual Swedish Enchantment Event, MLFH 10th Anniversary/Palm Beach County 100th Anniversary history and anthropology exhibits, and narrated bus tours of historic Delray Beach.

The total annual cost of the exhibits and programs is approximately \$105,000 for printing, special events management, catering, food, facility rental, parking management, arts and craft supplies, uniforms, decorations, maintenance/janitorial services, security, exhibition expenses, bus rental costs, graphic art designs, entertainers and entertainment, postage and mailing, tent rentals, and other miscellaneous expenses related to the exhibits and programs. The \$7,825 from District 7 RAP funding will help offset a portion of these expenses. The Agreement has been executed on behalf of Museum of Lifestyle and Fashion History, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agree	ment	
Recommended by:	Department Director	12/17/08 Date
Approved by:	Assistant County Administrator	//s-/09 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact	:			
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	7,825 -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	7,825	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren Budget Account No.:	_	s <u>X</u> Department <u>I</u> Program <u>N</u>		<u>7</u>	
B. Recommended Source	es of Funds/Su	ummary of Fis	scal Impact:		
FUND: Park Improve UNIT: RAP/Transpor	ment Fund/Red tation Improver	creation Assist nent Fund-Dis	ance Program trict 7		
3600-583-R917-014-	8201	\$7,825			
C. Departmental Fiscal R	deview:	ckopelak	eis	· · · · · · · · · · · · · · · · · · ·	<u>-</u>
	III RF	VIEW COMME	=NTS		
A. OFMB Fiscal and/or C				nts:	
OF MB B. Legal Sufficiency:	24.08, No 12/2	22 JAP 212908 1298		nent and Control complies with our requirements.	01 01
Assistant County Attorne	1-5-09				
C. Other Department Rev	view:				
					• .

REVISED 10/95 ADM FORM 01

Department Director

G:\SYINGER\RAP07-08\District 7\MLFH-Gas Tax\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND MUSEUM OF LIFESTYLE AND FASHION HISTORY, INC. FOR 2008-2009 EXHIBITS AND PROGRAMS

THIS AGREEMENT is made and entered into on ______, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Museum of Lifestyle and Fashion History, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "MLFH".

WITNESSETH:

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

WHEREAS, MLFH will offer various programs and exhibits during 2008 and 2009 including the Inaugural Palm Beach Luncheon, the 45th annual Children & Parents Day Winter Wonderland, the 3rd annual Swedish Enchantment, MLFH 10th Anniversary/Palm Beach County 100th Anniversary history and anthropology exhibits, and Narrated Bus Tours of Historic Delray Beach (the Programs and Exhibits); and

WHEREAS, approximately four thousand (4,000) people will participate in and/or attend MLFH's 2008-2009 Programs and Exhibits: and

WHEREAS, the Programs and Exhibits are anticipated to cost approximately \$105,000 for printing, special events management, catering, food, facility rental, parking management, arts and craft supplies, uniforms, decorations, maintenance/janitorial services, security, exhibition expenses, bus rental costs, graphic art designs, entertainers and entertainment, postage and mailing, tent rentals, and other miscellaneous expenses related to the Programs and Exhibits; and

WHEREAS, MLFH has requested that County provide \$7,825 to help offset costs for the Programs and Exhibits; and

WHEREAS, funding for MLFH for the Programs and Exhibits in an amount not-to-exceed \$7,825 is available from The Recreation Assistance Program (RAP) – District 7; and

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

WHEREAS, both parties desire to enter into this Agreement.

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

- 1. County agrees to fund an amount not-to-exceed \$7,825 to MLFH for the Programs Exhibits for printing, special events management, catering, food, facility rental, parking management, arts and craft supplies, uniforms, decorations, maintenance/janitorial services, security, exhibition expenses, bus rental costs, graphic art designs, entertainers and entertainment, postage and mailing, tent rentals, and other miscellaneous expenses related to the Programs and Exhibits, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to MLFH on a reimbursement basis within forty-five (45) days of receipt of the following information:
- a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by MLFH. Said information shall list each invoice paid by MLFH and shall include the vendor invoice number; invoice date; and the amount paid by MLFH along with the number and date of the respective check or proof of payment for said payment. MLFH shall attach a copy of each vendor invoice paid by MLFH along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, MLFH's Program Administrator and Project Financial Officer shall certify the total funds spent by MLFH on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by MLFH and approved by MLFH as indicated.
- 3. MLFH incurred expenses for the Project beginning on September 1, 2008. Those costs incurred by MLFH for the Project, approved and submitted accordingly by MLFH subsequent to September 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 MLFH may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.
 - 5. MLFH warrants that it is an active not-for-profit corporation, duly chartered and

registered with the Florida Department of State, Division of Corporations.

- 6. MLFH agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, gender identity, or expression.
- 7. MLFH shall be responsible for the cost of operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until November 30, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event MLFH is in default of its obligations under this Agreement, the County shall provide MLFH thirty (30) days written notice to cure the default. In the event MLFH fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by MLFH for the Project deemed to be in default and MLFH shall return any County RAP funds already collected by MLFH for that Project.
- 10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.
- 11. MLFH shall complete the Project by August 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2008, through August 30, 2009. MLFH shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 30, 2009. Upon written notification to County at least ninety (90) days prior to that date MLFH may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny MLFH's request for said extension.
- 12. In the event MLFH ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by MLFH. The determination that MLFH has ceased or suspended the Project shall be made by County and MLFH agrees to be bound by County's determination.
 - 13. MLFH agrees to abide by, and be governed by, all applicable federal, state,

county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by MLFH. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that MLFH is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, MLFH shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of MLFH, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which MLFH is eligible to receive reimbursement from the County.

16. MLFH shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. MLFH shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by MLFH are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MLFH under this Agreement.

Commercial General Liability. MLFH shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless

granted in writing by County's Risk Management Department. MLFH shall provide this coverage on a primary basis.

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

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

Additional Insured. MLFH shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." MLFH shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. MLFH hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then MLFH shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should MLFH enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, MLFH shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL

33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

- 17. Upon request by County, MLFH shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. MLFH shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to MLFH, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and MLFH may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
- 20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.
- 21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, MLFH certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.
- 22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
 - 23. Any notice given pursuant to the terms of this Agreement shall be in writing and

hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

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

As to MLFH:

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

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

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

SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: John F. Koons, Chairman
WITNESSES: Metabell D.B. S. A.	MUSEUM OF LIFESTYLE AND FASHION HISTORY, INC. FEI Number: 65-0999010 By: Loni T. Durante Name (Type or Print) Title: Etec. Duestor By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By : Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Agency:

Museum of Lifestyle and Fashion History, Inc.

Mailing Address:

P.O. Box 6127

Delray Beach, FL 33482

Federal Employer Identification Number: 65-0999010

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

Project Liaison Information: Name: Lori J. Durante Telephone #: 561-243-2662

Fax #: 561-243-9916

e-mail: <u>Durante@MLFHMUSEUM.org</u>

PROJECT INFORMATION

Name of Project: 2008-09 Exhibits & Programs 1.

2. **Project Description**

General (Project Scope):

The Inaugural Palm Beach Luncheon

The allure of the fashion industry will take center stage for an insightful lecture by Ira Neimark who spent more than 17 years as CEO of the world famous Bergdorf Goodman located on fashionable Fifth Avenue in New York City. Mr. Neimark has written a book Crossing Fifth Avenue to Bergdorf Goodman from which he will share his experiences and lessons learned at Bergdorf where the store catered to a distinct client base of fame, royalty and wealth. The inaugural Palm Beach Luncheon is scheduled for 11:30am on Thursday, December 4, 2008 to be held at the Colony Hotel in Palm Beach, Florida and it will benefit the Museum of Lifestyle & Fashion History.

4th annual Children & Parents Day Winter Wonderland: Candy Land

The purpose of this festive program is to provide a fun-filled day of family adventures with arts, crafts and history education activities for children. The interactive activities will include various types of Winter-theme arts & crafts plus, magic show and story book readings. The attendees for the event are multi-generational who are equally engaged by the stimuli created from the activities at the event. The arts and crafts at the event will help to encourage motor-skill development along with teaching the ability to identify, create and design art using geometric shapes and primary colors. The Candy Land themed event will take place on Sunday, January 11, 2009, at 12 Noon to 4pm at the historic Boynton Woman's Club in Boynton Beach, Florida.

3rd annual Swedish Enchantment:

The Swedish Enchantment luncheon is an ode to Swedish culture, history, lifestyle, fashion and interior design to be held on Saturday, April 4, 2009 at the historic Boynton Woman's Club in Boynton Beach, Florida. The guest chef is Anna Mosesson who is Swedish and based in Great Britain. She will be traveling from Great Britain (UK) to Palm Beach County for the event. Arrangements will also be made for her to visit culinary programs at some of the local high schools. This event will be held at the historic Boynton Woman's Club in Boynton Beach, Florida.

Anniversary history exhibits:
Year 2009 with mark the 10th anniversary of Museum of Lifestyle & Fashion History, and year 2009 also marks the 100th anniversary of Palm Beach County, Florida. Therefore, history and anthropology exhibits are being planned to celebrate these anniversaries. Some of the exhibit locations include the historic Boynton Woman's Club in Boynton Beach, Florida.

Narrated Bus Tours of Historic Delray Beach:

The tours are a one hour & 45 minutes excursion that also includes history information about the Seminole Native American, African American, Bahamian, German and other White European settlers to Delray Beach, Florida. There are now a total of 10 historic sites that are alternately visited on a rotating schedule as a part of the bus tour experience. The bus tour program also includes tours for children and school groups.

• Public Purpose:

The public purpose of the aforementioned programs is to provide educational events for the general public, students and children about history and diverse cultures. These programs also help to be bring tourists to the area therefore, enhancing the economy of the community.

Town of Palm Beach, Florida; Boynton Beach, Florida and Delray Beach, Florida

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.

Design and printing of educational brochures, design and printing of curriculum workbooks, special events management company, catering, health food, rental of facilities, parking management company, educational arts & crafts supplies, student volunteer uniforms, educational décor, maintenance/janitorial services, exhibition security, exhibition panels, photography, supplies, bus rental for tours and exhibits, graphic art designs for exhibits, entertainers, entertainment, postage, mailings, tent rentals, display cases, pedestals, sound equipment, AV equipment, videography and internship stipend.

- 4. Estimated Lump Sum Total for Projects: \$105,000.00
- 5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). September 1, 2008 to August 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. <u>Do not submit reimbursement documentation at this time.</u> 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.

Amount of Recreation Assistance Program Funding awarded

\$ <u>7,825.00</u>

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

CONTRACT PAYMENT REQUEST

Date

Submission #: _			Reimbursement Period:		
					*,
Item		<u>Key</u>	Project Costs This Submission	Cumulative Project Costs	
Contractual Serv	vices	(C)			
Salary & Wages	(% of salaries)	(S)			
Materials, Suppl	ies, Direct Purchases	(M)			
Equipment		(E) ₋			
Travel		(T)			
ndirect Costs		(1)		·	
	TOTAL PROJECT COST	S			
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct	Purchases			
	E = Equipment T = Travel I = Indirect Costs	······			
Certification: 1 lexpenses were being accomplis	E = Equipment T = Travel	ied as	been maintained as requi	rtify that the documentatio ired to support the project a and is available for audit	•
Certification: I hexpenses were being accomplising reports.	E = Equipment T = Travel I = Indirect Costs nereby certify that the above incurred for the work identifi	ed as	been maintained as requiexpenses reported above	ired to support the project	•
Certification: I hexpenses were being accomplising reports.	E = Equipment T = Travel I = Indirect Costs hereby certify that the above incurred for the work identifies hed in the attached progres	ed as	been maintained as requiexpenses reported above request. Financial Officer	ired to support the project e and is available for audit	•
Certification: I is expenses were being accomplising reports.	E = Equipment T = Travel I = Indirect Costs hereby certify that the above incurred for the work identifies hed in the attached progres	ed as	been maintained as requing expenses reported above request.	ired to support the project e and is available for audit	•
Certification: 1 hexpenses were being accomplis reports. Administrator	E = Equipment T = Travel I = Indirect Costs hereby certify that the above incurred for the work identifies the din the attached progres Date	ed as	been maintained as requirexpenses reported above request. Financial Officer PBC USE ONLY	ired to support the project e and is available for audit	•
Certification: I is expenses were being accomplished reports. Administrator Cou	E = Equipment T = Travel I = Indirect Costs Thereby certify that the above incurred for the work identifies the din the attached progress Date Unity Funding Participation	ed as	been maintained as requirexpenses reported above request. Financial Officer PBC USE ONLY \$	ired to support the project e and is available for audit	•
Certification: 1 I expenses were being accomplis reports. Administrator Cou	E = Equipment T = Travel I = Indirect Costs Thereby certify that the above incurred for the work identifies the din the attached progress. Date Unity Funding Participation al Project Costs To Date:	ed as	been maintained as requirexpenses reported above request. Financial Officer PBC USE ONLY \$	ired to support the project e and is available for audit	•
Certification: I hexpenses were being accomplished reports. Administrator Country Country Country Country Country	E = Equipment T = Travel I = Indirect Costs Thereby certify that the above incurred for the work identifies the din the attached progress. Date Unity Funding Participation al Project Costs To Date: Unity Obligation To Date	ed as	been maintained as requirexpenses reported above request. Financial Officer PBC USE ONLY \$ \$ \$	ired to support the project e and is available for audit	•
Certification: 1 I expenses were being accomplis reports. Administrator Cou Cou Cou	E = Equipment T = Travel I = Indirect Costs Thereby certify that the above incurred for the work identifies the din the attached progress. Date Date Introduct Costs Date Introduct Costs To Date: Introduct Costs To Date: Introduct Costs To Date	ed as	been maintained as requirexpenses reported above request. Financial Officer PBC USE ONLY \$ \$ \$ \$ \$ \$	ired to support the project e and is available for audit	•
Certification: I is expenses were being accomplish reports. Administrator Coulting	E = Equipment T = Travel I = Indirect Costs Thereby certify that the above incurred for the work identifies the din the attached progress. Date Date Inty Funding Participation al Project Costs To Date: Inty Obligation To Date Inty Retainage (ed as	been maintained as requiexpenses reported above request. Financial Officer PBC USE ONLY \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ired to support the project and is available for audit Date	•
Certification: 1 hexpenses were being accomplished reports. Administrator Coulting	E = Equipment T = Travel I = Indirect Costs Thereby certify that the above incurred for the work identifies the din the attached progress. Date Date Introduct Costs Date Date Introduct Costs To Date: Introduct Costs To Date: Introduct Costs To Date Introduct Costs To Date Introduct Costs To Date: Introduct Costs To Date Introduct C	ed as	been maintained as requirexpenses reported above request. Financial Officer PBC USE ONLY \$ \$ \$ \$ \$ \$ \$	ired to support the project e and is available for audit	•

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 (cont'd.)

# Payee (Vendor/Contractor) Key Number Date Number Date Amount	Expense Description
TOTAL \$	
Certification: I hereby certify that the purchases noted above were used in Certification: I hereby certify that bid tabulations, executed contains a containing containing the certification of the c	contract concelled checks and
accomplishing this project. accomplishing this project. accomplishing this project. other purchasing documentation have been maintained as reported above and are available for audit upon request.	equired to support the costs
Date Financial Officer Date	•
Date Financial Officer Date	e

1	4 <i>C</i> ()R	D _™ CE	RTI	FIC	ATE OF LIABILIT	Y INSUF	RANCE			ATE (MM/DD/YYYY) 5/13/2008
						(561) 364-9848	THIS CERT	IFICATE IS ISS	UED AS A MATTER	OF I	NFORMATION
Harvey E. Oyer Jr. Inc.					c.		ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR				
51	511 East Ocean Avenue ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.										
											ľ
Boynton Beach FL 33435					<u>ъ 33</u>	435		FORDING COVE	2000 CO. C.	NAIC#	
INSL							INSURER A. Buz	lington In	s Co		
				le a	nd Fa	shion History Inc.	INSURER B.				
PO	Box	6	127				INSURER C:				
							INSURER D				
	_		each	E	T 33	1482	INSURER E:				
	ERA		OF INCUIDANC	C I IST	n PEIO	W HAVE BEEN ISSUED TO THE INSU	DED NAMED ABOV	VE EOD THE DOLLO	V DEDIOD INDICATED	NOTAI	THISTANDING ANY
RE	QUIRE	MEN	T, TERM OR CO	ONDITIC	N OF AN	NY CONTRACT OR OTHER DOCUMEN	T WITH RESPECT	TO WHICH THIS C	ERTIFICATE MAY BE IS	SUED	OR MAY PERTAIN,
						LICIES DESCRIBED HEREIN IS SUB. IN REDUCED BY PAID CLAIMS.	JECT TO ALL TH	E TERMS, EXCLU	SIONS AND CONDITION	NS OF	SUCH POLICIES.
INSR	ADD'L		TYPE OF INS			POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	L L	MITS	
L.I.FX	INSIN	- 11	IERAL LIABILITY				DATE (MINDERLY)	-DATE (MINISON E)	EACH OCCURRENCE	s	1,000,000
		x	COMMERCIAL GE	NERALI	IABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)		100,000
A	x				~	535B014960	3/7/2008	3/7/2009	MED EXP (Any one person)	\$	5,000
_					= a a a i				PERSONAL & ADV INJURY	\$	1,000,000
									GENERAL AGGREGATE	\$	2,000,000
		GEN	I'L AGGREGATE LI	MIT APP	JES PER				PRODUCTS - COMP/OP AG	G \$	Included
		X	POLICY PE	<u>~</u>	Loc						
		AUT	OMOBILE LIABILI	ΤΥ					COMBINED SINGLE LIMIT		
٠.			ANY AUTO						(Ea accident)	\$	
			ALL OWNED AUT	os					BODILY INJURY	\$	
			SCHEDULED AUT	os					(Per person)	*	
			HIRED AUTOS						BODILY INJURY	\$	ŀ
			NON-OWNED AU	TOS					(Per accident)	*	
									PROPERTY DAMAGE	l _s	
									(Per accident)		
		GAR	AGE LIABILITY						AUTO ONLY - EA ACCIDEN	T \$	
		\Box	ANY AUTO				·		OTHER THAN EA AC	C \$	
									AUTO ONLY:	G \$	
		EXC	ESS/UMBRELLA L	–					EACH OCCURRENCE	- \$	
		\sqcup	OCCUR	CLAIN	IS MADE				AGGREGATE	\$	
										\$	
			DEDUCTIBLE					• .		\$	
	WOR	(ERS	RETENTION \$ COMPENSATION	AND					WC STATU-	TH-	
	EMPL	OYER	S' LIABILITY						TORYLIMITS E	R	
			RIETOR/PARTNER IEMBER EXCLUDE		IVE			•	E.L. DISEASE - EA EMPLOY	/EE C	
			ibe under ROVISIONS below						E.L. DISEASE - POLICY LIM		
	OTHE		TO VISIONS DEIDN						E.E. DIODAGE P. VEIGT EIN	10 14	
				CATION	NEHICLI	ESÆXCLUSIONS ADDED BY ENDORSEMENT	SPECIAL PROVISIO	NS			
			Insured: County Par	lese ess	d 15	Canada an					
		4011	oodiicy Par		a Rect	ezcion					
						•					
CEF	ERTIFICATE HOLDER CANCELLATION										
							1 1		SCRIBED POLICIES BE		
					Par	4 4		ISSUING INSURER WIL		l l	
2700 6th Ave S Lake Worth, FL 33461					2265				HE CERTIFICATE HOLDER		
Have Motell, Et 33401					Z U IL				O OBLIGATION OR LIABIL!	TY OF A	Y KIND UPON THE
							INSURER, ITS AGENTS OR REPRESENTATIVES.				
							AUTHORIZED REPRESENTATIVE Rob Macoviak/CHERYL				
ACORD 25 (2001/08)							Trop Placovi	ary omarkin	@ A C O P	D COR	RPORATION 1988

INS025 (0108).08a

Page 1 of 2

Museum of Lifestyle & Fashion History

P.O.Box 6127, Delray Beach, FL 33482 - Phone: (561) 243-2662 - Fax: (561) 243-9916 E mail: info@mlfhmuseum.org - www.mlfhmuseum.org



November 4, 2008

TO WHOM IT MAY CONCERN

This is to inform you that the Museum of Lifestyle & Fashion History does not have any paid employees and has never had employees or a payroll, therefore, the Museum does not have and is not required to carry Worker's Compensation insurance. The Executive Director, Curator, Tour Guides and other office assistance have been done on a volunteer basis.

You may contact me if further information is needed on this subject. Thank you.

Sincerely,

Charlotte G. Qurante, President

Board of Trustees

Museum of Lifestyle & Fashion History