

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Agreement with the Delray Beach Downtown Marketing Cooperative for the period January 13, 2009, through July 1, 2009, in an amount not-to-exceed \$10,000 for 2008 winter holiday decorations.


Summary: This funding is to offset the cost of 2008 winter holiday decorations for the City of Delray Beach assisted by the Delray Beach Downtown Marketing Cooperative. This funding will help offset expenses for the erection, lighting, and dismantling of the 100-foot winter holiday tree, which is the focal point of the winter holiday decorations in Delray Beach. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to November 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: The Delray Beach Downtown Marketing Cooperative is a program for downtown Delray Beach formed and administered by the joined forces of the Community Redevelopment Agency of the City of Delray Beach, the Delray Beach Downtown Development Authority, and the Greater Delray Beach Chamber of Commerce. The Delray Beach Downtown Marketing Cooperative assists the City of Delray Beach each year by providing winter holiday downtown decorations including a 100 foot lighted winter holiday tree erected in Old Town Square. The decorations are viewed by approximately 500,000 people annually.

The total cost to assemble, erect, light, and dismantle the winter holiday tree is approximately \$100,000. The \$10,000 from District 7 RAP funding will help offset that amount. The Agreement has been executed on behalf of the Delray Beach Downtown Marketing Cooperative, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:  12/17/08
Department Director Date

Approved by:  1/5/09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>10,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>10,000</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 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-R917-015-8201 \$10,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 12-24-08
 OFMB
[Signature] 12/22/08
[Signature] 12/23/08
[Signature] 12/29/08
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 1-5-09
 Assistant County Attorney

This Contract complies with our contract review requirements.

The insurance certificate is being provided by the City of Delray Beach.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND DELRAY BEACH DOWNTOWN
MARKETING COOPERATIVE FOR 2008 HOLIDAY DECORATIONS**

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 Delray Beach Downtown Marketing Cooperative, a program for downtown Delray Beach governed by and construed in accordance with the laws of the State of Florida, hereinafter referred to as "Downtown Marketing Cooperative".

WITNESSETH:

WHEREAS, Downtown Marketing Cooperative is a program for downtown Delray Beach formed and administered by the joined forces of the Community Redevelopment Agency of the City of Delray Beach, the Delray Beach Downtown Development Authority, and the Greater Delray Beach Chamber of Commerce; and

WHEREAS, Downtown Marketing Cooperative assists the City of Delray Beach in providing winter holiday decorations (the "Decorations"); and

WHEREAS, the Decorations are viewed by over 500,000 people annually; and

WHEREAS, Downtown Marketing Cooperative has requested from County \$10,000 to offset expenses for the Decorations, to include the erection, lighting, and dismantling of the one hundred (100) foot winter holiday tree, which is the focal point of the city's winter holiday decorations; and

WHEREAS, County desires to provide funding for the Decorations, which are deemed to have a public purpose; and

WHEREAS, funding for the Decorations in an amount not to exceed \$10,000 is available from the Recreation Assistance Program (RAP) District 7; 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 \$10,000 to Downtown Marketing Cooperative for the Decorations to include the erection, lighting, and dismantling of the one hundred (100) foot winter holiday tree and lighting for the tree, 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 Downtown Marketing Cooperative 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 Downtown Marketing Cooperative. Said information shall list each invoice paid by Downtown Marketing Cooperative and shall include the vendor invoice number; invoice date; and the amount paid by Downtown Marketing Cooperative along with the number and date of the respective check and/or proof of payment for said payment. Downtown Marketing Cooperative shall attach a copy of each vendor invoice paid by Downtown Marketing Cooperative along with a copy of the respective check and/or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Downtown Marketing Cooperative's Program Administrator and Project Financial Officer shall certify the total funds spent by Downtown Marketing Cooperative on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Downtown Marketing Cooperative and approved by Downtown Marketing Cooperative as indicated.

3. Downtown Marketing Cooperative incurred expenses for the Project beginning on November 1, 2008. Those costs incurred by Downtown Marketing Cooperative for the Project, approved and submitted accordingly by Downtown Marketing Cooperative subsequent to November 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 Downtown Marketing Cooperative 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. Downtown Marketing Cooperative warrants that it is a program for downtown Delray Beach formed and administered by the joined forces of the Community Redevelopment Agency of the City of Delray Beach, the Delray Beach Downtown Development Authority, and the Greater Delray Beach Chamber of Commerce.

6. Downtown Marketing Cooperative 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 race, color, religion, disability, sex, age, national origin, residence, ancestry, marital status, sexual orientation, or gender identity or expression; and

7. Downtown Marketing Cooperative shall be responsible the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until July 1, 2009, commencing upon the date of execution by the parties hereto.

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

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

13. Downtown Marketing Cooperative 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 Downtown Marketing Cooperative. 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 Downtown Marketing Cooperative 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, Downtown Marketing Cooperative 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 Downtown Marketing Cooperative, 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 Downtown Marketing Cooperative is eligible to receive reimbursement from the County.

16. Downtown Marketing Cooperative 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. Downtown Marketing Cooperative shall agree to provide 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 Downtown Marketing Cooperative are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Downtown Marketing Cooperative under this Agreement.

Commercial General Liability. Downtown Marketing Cooperative 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. Downtown Marketing Cooperative shall provide this coverage on a primary basis.

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

Additional Insured. Downtown Marketing Cooperative 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.”
Downtown Marketing Cooperative shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Downtown Marketing Cooperative hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. Downtown Marketing Cooperative 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. 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 Downtown Marketing Cooperative 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 Downtown Marketing Cooperative enter into such an agreement on a pre-loss basis.

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

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

19. The County and Downtown Marketing Cooperative 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, Downtown Marketing Cooperative 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 Downtown Marketing Cooperative:

Executive Director
Downtown Marketing Cooperative
64-A S.E. Fifth Avenue
Delray Beach, FL 33483

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: _____
John F. Koons, Chairman

WITNESSES:
[Signature]
[Signature]

COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF DELRAY BEACH ON BEHALF OF DELRAY
DOWNTOWN MARKETING COOPERATIVE

By: FRANK WHEAT
Name
CHAIRMAN, CRA
Title
[Signature]
Signature
11-20-08
Date

WITNESSES:
[Signature]
[Signature]

DELRAY BEACH DOWNTOWN DEVELOPMENT
AUTHORITY ON BEHALF OF DELRAY BEACH
DOWNTOWN MARKETING COOPERATIVE

By: MICHAEL LISTICK
Name
CHAIRMAN, DDA
Title
[Signature]
Signature
11-20-08
Date

WITNESSES:
[Signature]
[Signature]

GREATER DELRAY BEACH CHAMBER OF
COMMERCE ON BEHALF OF DELRAY BEACH
DOWNTOWN MARKETING COOPERATIVE

By: WILLIAM J. WOOD
Name
PRESIDENT - CHAMBER OF
Title
[Signature] **COMMERCE**
Signature
11/20/08
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

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

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

Name of Agency: Delray Beach Downtown Marketing Cooperative
64-A S.E. 5th Avenue
Delray Beach, FL 33483

Federal Employer Identification Number: 59-058-1716

Name of President:

Name of Executive Director: MARJORIE FERRER

Project Liaison Information:

Name: MARJORIE FERRER
Telephone #: 561-279-1380 x16
Fax #: 561-278-0555
e-mail: MARJORIE@DELRAYBEACH.COM

Purpose/Mission of Agency:

COMMUNITY CELEBRATION OF THE HOLIDAY SEASON
ENJOYED BY PEOPLE OF ALL AGES & DIVERSE BACKGROUNDS
ECONOMIC BENEFIT TO CITY AND COUNTY

PROJECT INFORMATION

1. Name of Project: Delray Beach Winter Holiday Decorations 2008

2. Project Description

- General (Project Scope):
ERECT AND DISMANTLE 100 FOOT CHRISTMAS TREE

- Public Purpose:
ECONOMIC BENEFIT TO CITY AND COUNTY.

- Location and Date:
SITE OF OLD SCHOOL SQUARE - DOWNTOWN
NOV-DEC-JAN.

- Anticipated Number of Participants/Users:
500,000

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.

EAGLE METAL FABRICATORS - TO ERECT AND
DISMANTLE CHRISTMAS TREE
MEISNER ELECTRIC - LIGHTS FOR TREE

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

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). NOV 1, 2008 to MARCH 31, 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 Attachment:
Certificate of Insurance ATTACHED

Amount of Recreation Assistance Program Funding awarded \$10,000

District 7 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



STAR INSURANCE COMPANY

CERTIFICATE OF INSURANCE

DATE ISSUED: 9/29/08

<p>PRODUCER</p> <p style="text-align: center;">Arthur J. Gallagher & Co. 2255 Glades Road Suite 400 E. Boca Raton, FL 33431</p> <p>INSURED</p> <p style="text-align: center;">City of Delray Beach 100 Northwest 1st Ave. Delray Beach, FL 33444</p>	<p>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate <i>DOES NOT</i> amend, extend or alter the coverage afforded by the policies below.</p> <p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p> <p>COMPANY (A) <u>STAR INSURANCE COMPANY</u></p> <p>COMPANY (B) _____</p> <p>COMPANY (C) _____</p> <p>COMPANY (D) _____</p>
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COVERAGES
 This is to certify that 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. Limits shown may have been reduced by paid claims.

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
LTR	GENERAL LIABILITY				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CP 02677 20	10/1/2007	4/1/2009	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person) <i>SEE BELOW</i>
A	AUTOMOBILE LIABILITY				
A	<input checked="" 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 <input type="checkbox"/> GARAGE LIABILITY	CP 02677 20	10/1/2007	4/1/2009	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE <i>SEE BELOW</i>
A	EXCESS LIABILITY				
A	<input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CP 02677 20	10/1/2007	4/1/2009	EACH OCCURRENCE AGGREGATE \$1,000,000 \$3,000,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CP 02677 20	10/1/2007	4/1/2009	STATUTORY LIMITS <i>Statutory</i> EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE

Company A - Policy subject to a \$500,000 S.J.R. per occurrence.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS - All operations usual to a normal City Government including the Certificate Holder as additional insured but only with respects to the negligent acts of the Named Insured and only to the extent allowed by FS 768.28 and the Florida Constitution with regards to the Palm Beach County Recreation Assistance Program for funding of the 2008 Holiday Decorations per agreement.
 All other terms and conditions of this policy remain unchanged.

CERTIFICATE HOLDER

Palm Beach County
2700 6th Ave, South
Lake Worth, FL 33461
Attention: Susan Yinger

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Signature:
 Sandra M. Donaghy

Meadowbrook Insurance Group