

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 3, 2009

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with Delray Beach Arts, Inc. for the period February 3, 2009, through June 15, 2009, in an amount not-to-exceed \$6,500 for funding of the 2009 Delray Beach Garlic Fest.

**Summary:** This funding is to help offset costs for the 2009 Delray Beach Garlic Fest to be held in Old School Square on February 13 through 15, 2009. Approximately 30,000 people are anticipated to attend this event. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

**Background and Justification:** Delray Beach Arts, Inc. is a not-for-profit organization whose mission is to support community projects, charitable groups, and service organizations. Delray Beach Arts, Inc. sponsors the annual Garlic Fest in Delray Beach. The 2009 Garlic Fest is a three-day community gourmet food and entertainment event that also serves as a fund-raising opportunity for non-profit organizations that staff the event.

The event will cost approximately \$440,000 for contractual services, operational expenses, personnel costs and other miscellaneous expenses related to the event. The \$6,500 from District 7 RAP funding will help offset a portion of these expenses. The Agreement has been executed on behalf of Delray Beach Arts, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

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Recommended by:   
Department Director

1/13/09  
Date

Approved by:   
Assistant County Administrator

1/23/09  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2009                | 2010              | 2011              | 2012              | 2013              |
|--|---------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures                           | <u>6,500</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>        |
| <b>NET FISCAL IMPACT</b>                       | <u><b>6,500</b></u> | <u><b>-0-</b></u> | <u><b>-0-</b></u> | <u><b>-0-</b></u> | <u><b>-0-</b></u> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <u><b>0</b></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-R917-016-8201                      \$6,500

**C. Departmental Fiscal Review:** ckopelakis

**III. REVIEW COMMENTS**

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

Jim O'Neil 1.21.09  
 OFMB 2/2/10/09  
 CN 1/15/09  
 1/20/09 SH

Jim J. Jacobs 1/22/09  
 Contract Development and Control  
 6. Jones 1/22/09

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

Anne Delmont 1/23/09  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND DELRAY BEACH ARTS, INC. FOR  
THE 2009 DELRAY BEACH GARLIC FEST**

**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 Arts, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Delray Beach Arts".

**WITNESSETH:**

**WHEREAS**, Delray Beach Arts is a not-for-profit organization whose purpose is to support community projects, charitable groups, and service organizations; and

**WHEREAS**, Delray Beach Arts sponsors the annual Garlic Fest, which is a three-day community gourmet food and entertainment event which also serves as a fund-raising opportunity for non-profit organizations that staff the event; and

**WHEREAS**, the 2009 Delray Beach Garlic Fest (the Event) is being held in Old School Square on February 13-15, 2009, and is anticipated to have approximately 30,000 people in attendance; and

**WHEREAS**, the Event is projected to cost approximately \$440,000 for contractual services, operational expenses, personnel costs, and other miscellaneous expenses relating to the Event; and

**WHEREAS**, Delray Beach Arts has requested that County provide \$6,500 to assist with costs for the Event; and

**WHEREAS**, County desires to provide funding to Delray Beach Arts for the Event; and

**WHEREAS**, funding for the Event in an amount not to exceed \$6,500 is available from the Recreation Assistance Program (RAP) – District 7 (\$6,500); and

**WHEREAS**, events geared at promoting a sense of community 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 \$6,500 to Delray Beach Arts for the Event to help offset costs for contractual services, operational expenses, personnel costs, and other miscellaneous expenses relating to the Event, 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 Delray Beach Arts 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 Delray Beach Arts. Said information shall list each invoice paid by Delray Beach Arts and shall include the vendor invoice number; invoice date; and the amount paid by Delray Beach Arts along with the number and date of the respective check and/or proof of payment for said payment. Delray Beach Arts shall attach a copy of each vendor invoice paid by Delray Beach Arts 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, Delray Beach Arts' Program Administrator and Project Financial Officer shall certify the total funds spent by Delray Beach Arts on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Delray Beach Arts and approved by Delray Beach Arts as indicated.

3. Delray Beach Arts incurred expenses for the Project beginning on January 1, 2009. Those costs incurred by Delray Beach Arts for the Project, approved and submitted accordingly by Delray Beach Arts subsequent to January 1, 2009, 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 Delray Beach Arts 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. Delray Beach Arts warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Delray Beach Arts 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, or sexual orientation, gender identity, or expression.

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

8. The term of this Agreement shall be until June 15, 2009, commencing upon the date of execution of the Agreement by the parties hereto.

9. The parties agree that, in the event Delray Beach Arts is in default of its obligations under this Agreement, the County shall provide Delray Beach Arts thirty (30) days written notice to cure the default. In the event Delray Beach Arts 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 Delray Beach Arts for the Project deemed to be in default and Delray Beach Arts shall return any County RAP funds already collected by Delray Beach Arts 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. Delray Beach Arts shall complete the Project by March 15, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2009, through March 15, 2009. Delray Beach Arts shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 15, 2009. Upon written notification to County at least ninety (90) days prior to that date Delray Beach Arts may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Delray Beach Arts' request for said extension.

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

13. Delray Beach Arts 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 Delray Beach Arts. 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 Delray Beach Arts 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, Delray Beach Arts 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 Delray Beach Arts, 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 Delray Beach Arts is eligible to receive reimbursement from the County.

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

**Commercial General Liability.** Delray Beach Arts 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. Delray Beach Arts shall provide this coverage on a primary basis.

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

**Additional Insured.** Delray Beach Arts 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 APalm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.® Delray Beach Arts shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Delray Beach Arts 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 Delray Beach Arts 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 Delray Beach Arts enter into such an agreement on a pre-loss basis.

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

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

19. The County and Delray Beach Arts 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, Delray Beach Arts 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 Delray Beach Arts:

Executive Director  
Delray Beach Arts, Inc.  
223 N.E. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

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.

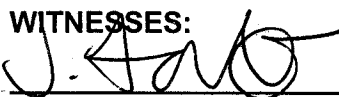
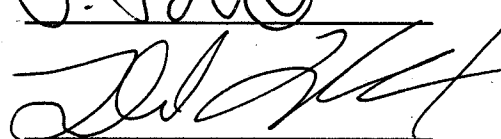
**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

**WITNESSES:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**DELRAY BEACH ARTS, INC.**  
**E.I.N.: 81-0609320**

By: Nancy Stewart  
Name (Type or Print)


Title: Exec Director

By: Nancy Stewart  
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: Delray Beach Arts, Inc.  
Address: 223 N. E. 1<sup>st</sup> Avenue, Delray Beach, FL 33444

Federal Employer Identification Number: 81-0609320

Name of President: Nancy J. Stewart  
Name of Executive Director: Nancy J. Stewart

Project Liaison Information:  
Name: Nancy J. Stewart  
Telephone #: 561-279-0907  
Fax #: 561-274-6129  
e-mail: Nancy@avenuecreative.com

**PROJECT INFORMATION**

1. Name of Project: 2009 Garlic Fest 10th Annual Delray Beach Garlic Fest
2. Project Description
  - General (Project Scope):  
Designed as a community fund-raiser for 16 local non-profit organizations in support of arts and/or education. Raised over \$239,000 to date for community organizations!
  - Public Purpose: Community fund-raising project for local non-profit groups
  - Location: Swinton Ave (Atlantic North to 15th), Grounds of Old School Square & City lot east of O.S.S
  - Anticipated Number of Participants/Users:  
30,000+
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.

Contractual Services  
Operational Expenses  
Personnel Costs  
Misc Expenses

4. Estimated Lump Sum Total for Project: \$ 440,000<sup>00</sup>
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). Jan 1, 2009 to March, 2009/09

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 to come

Amount of Recreation Assistance Program Funding awarded

\$ 6,500  
District 7  
(filled in by County)



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

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

Key Legend

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

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

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

\_\_\_\_\_  
Administrator Date

\_\_\_\_\_  
Financial Officer Date

**PBC USE ONLY**

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

Reviewed and Approved By: \_\_\_\_\_  
PBC Project Administrator Date

\_\_\_\_\_  
Department Director Date



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

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

**EXHIBIT B**

Grantee: \_\_\_\_\_

Submittal #: \_\_\_\_\_

\_\_\_\_\_ Date

Project Name: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

| #  | Payee (Vendor/Contractor) | Key | Check or Voucher |      | Invoice  |      |        | Expense Description |
|----|---------------------------|-----|------------------|------|----------|------|--------|---------------------|
|    |                           |     | Number           | Date | Number   | Date | Amount |                     |
| 1  |                           |     |                  |      |          |      |        |                     |
| 2  |                           |     |                  |      |          |      |        |                     |
| 3  |                           |     |                  |      |          |      |        |                     |
| 4  |                           |     |                  |      |          |      |        |                     |
| 5  |                           |     |                  |      |          |      |        |                     |
| 6  |                           |     |                  |      |          |      |        |                     |
| 7  |                           |     |                  |      |          |      |        |                     |
| 8  |                           |     |                  |      |          |      |        |                     |
| 9  |                           |     |                  |      |          |      |        |                     |
| 10 |                           |     |                  |      |          |      |        |                     |
| 11 |                           |     |                  |      |          |      |        |                     |
| 12 |                           |     |                  |      |          |      |        |                     |
| 13 |                           |     |                  |      |          |      |        |                     |
| 14 |                           |     |                  |      |          |      |        |                     |
| 15 |                           |     |                  |      |          |      |        |                     |
| 16 |                           |     |                  |      |          |      |        |                     |
|    |                           |     |                  |      | TOTAL \$ |      |        |                     |

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

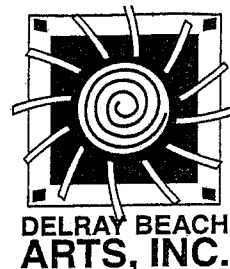
\_\_\_\_\_  
 Administrator

\_\_\_\_\_  
 Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



DELRAY BEACH  
ARTS, INC.

October 7, 2008

MS. Susan Yinger  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
2700 6th Avenue South  
Lake Worth, FL 33461

REF: 10<sup>th</sup> Annual Delray Beach Garlic Fest

Dear Susan,

We are very blessed to once again receive assistance from the Recreation Assistance Program.

I have enclosed the Recreation Assistance Program Exhibit A for your records. We will have our liability insurance at the beginning of December at which time I will forward a copy to submit for approval.

Please note that we are not required to have Workers Compensation insurance. ←

Please let me know if you need anything else.

Regards,

*Nancy Stewart*

Nancy Stewart  
Executive Director  
Delray Beach Garlic Fest

**Delray Beach  
Arts, Inc.**

223 NE 1st Avenue  
Delray Beach  
FL 33444-3714

Sponsor Info  
Tel: (561) 274-4663

Vendors & General Info  
Tel: (561) 279-0907

Fax: (561) 274-6129

[www.dbgarlicfest.com](http://www.dbgarlicfest.com)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2008

**PRODUCER**  
EQUITY INSURANCE UNDERWRITERS  
1930 Harrison Street, Suite 306  
Hollywood, FL 33020  
(954) 923-2474

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
DELRAY BEACH ARTS INC.  
GARLIC FESTIVAL  
223 NORTHEAST 1ST AVENUE  
DEL RAY BCH, FL 33444

**INSURERS AFFORDING COVERAGE**

|            |                    |       |
|------------|--------------------|-------|
| INSURER A: | BURLINGTON INS. CO | NAIC# |
| 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.

| INSR. LTR. | COPL. PERIOD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|------------|--------------|---|---------------|------------------------------------|-------------------------------------|---|
| A          |              | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR                            | CS00217969    | 2-11-09                            | 2-17-09                             | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|            |              | GENL. AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |               |                                    |                                     |   |
|            |              | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |               |                                    |                                     | COMBINED SINGLE LIMIT (EA accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|            |              | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|            |              | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |               |                                    |                                     | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$  |
|            |              | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SHAREHOLDER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   |               |                                    |                                     | <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER<br>TOTAL LIMITS<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| A          |              | LIQUOR LIABILITY  | CS00217935    | 2-11-09                            | 2-17-09                             | \$1,000,000   |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**ADDITIONAL INSURED: PALM BEACH COUNTY DEPARTMENT OF PARKS AND RECREATION**

**CERTIFICATE HOLDER**  
PALM BEACH COUNTY  
DEPT. OF PARKS AND RECREATION  
2700 6TH AVENUE SOUTH  
LAKE WORTH, FL 33461

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE: 

Faxed to  
963-6747 12/29/08