

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 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 Jewish Federation of South Palm Beach County, Inc. for the period May 19, 2009, through December 1, 2009, in an amount not-to-exceed \$25,000 for funding of the 2009 Israel Independence Day celebration.

Summary: This funding is to assist with the cost of the 2009 Israel Independence Day celebration held by the Jewish Federation of South Palm Beach County, Inc. at the Mizner Park Amphitheater on April 29, 2009. This annual event attracts approximately 5,000 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to February 15, 2009. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

Background and Justification: The Jewish Federation of South Palm Beach County, Inc. strives to create a sense of community for Jewish people in south Palm Beach County and serves as a Jewish voice in building relations with the non-Jewish community. The Jewish Federation sponsored the annual 2009 Israel Independence Day community event, which featured a public concert with performances by local school groups and an Israeli band.

The total cost of this event was approximately \$55,000 for facility rental, technical and production costs, contractual services, marketing/advertising, equipment, operational expenses including security and personnel, and other miscellaneous event expenses. The \$25,000 from District 5 RAP funding will help offset a portion of those costs. The Agreement has been executed on behalf of the Jewish Federation of South Palm Beach County, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 

Department Director

4/30/09
Date

Approved by: 

Assistant County Administrator

5/14/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>25,000</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>25,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3600 Department 583 Unit R915
 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 5


Contributions-Non-Govts Agencies	3600-583-R915-009-8201	\$25,000
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C. Departmental Fiscal Review: choyelakis

III. REVIEW COMMENTS

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

OFMB 5/6/09 5-9-09 08/05/09 CN 5/4/09


 Contract Development and Control
 6 June 5/13/09

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgent 5/14/09
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP08-09\DISTRICT 5\Jewish Federation\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
JEWISH FEDERATION OF SOUTH PALM BEACH COUNTY, INC. FOR FUNDING
OF THE 2009 ISRAEL INDEPENDENCE DAY CELEBRATION**

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 Jewish Federation of South Palm Beach County, Inc., a Florida not-for-profit Corporation, hereinafter referred to as "Jewish Federation".

W I T N E S S E T H:

WHEREAS, Jewish Federation strives to create a sense of community for Jewish people in south Palm Beach County and serves as a Jewish voice in building relations with the non-Jewish community; and

WHEREAS, Jewish Federation is sponsoring the 2009 Israel Independence Day Celebration (Celebration) at the Mizner Park amphitheater on April 29, 2009; and

WHEREAS, the Celebration includes a public concert with performances by local school groups, and an Israeli band; and

WHEREAS, approximately 5,000 people are anticipated to attend the Celebration; and

WHEREAS, the total cost of the Celebration is estimated to be approximately \$55,000 for facility rental, technical and production costs, contractual services, marketing/advertising, equipment, operational expenses including security and personnel, and other miscellaneous program expenses; and

WHEREAS, Jewish Federation has requested that County provide \$25,000 to help offset expenses for the Celebration; and

WHEREAS, funding for the Celebration in an amount not-to-exceed \$25,000 is available from the Recreation Assistance Program (RAP) - District 5; and

WHEREAS, multi-cultural community festivals and events 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 \$25,000 to Jewish Federation for the Israel Independence Day Celebration at the Mizner Park amphitheatre on April 29, 2009, for facility rental, technical and production costs, contractual services, marketing/advertising, equipment, operational expenses including security and personnel, and other miscellaneous program expenses, 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 Jewish Federation 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 Jewish Federation. Said information shall list each invoice paid by Jewish Federation and shall include the vendor invoice number; invoice date; and the amount paid by Jewish Federation along with the number and date of the respective check or proof of payment for said payment. Jewish Federation shall attach a copy of each vendor invoice paid by Jewish Federation 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, Jewish Federation's Program Administrator and Project Financial Officer shall certify the total funds spent by Jewish Federation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Jewish Federation and approved by Jewish Federation as indicated.

3. Jewish Federation incurred expenses for the Project beginning on February 15, 2009. Those costs incurred by Jewish Federation for the Project, approved and submitted accordingly by Jewish Federation subsequent to February 15, 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 Jewish Federation 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. Jewish Federation warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Jewish Federation 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.

7. Jewish Federation shall be responsible the operation and maintenance of the Project including all associated Project costs.

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

9. The parties agree that, in the event Jewish Federation is in default of its obligations under this Agreement, the County shall provide Jewish Federation thirty (30) days written notice to cure the default. In the event Jewish Federation 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 Jewish Federation for the Project deemed to be in default and Jewish Federation shall return any County RAP funds already collected by Jewish Federation 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. Jewish Federation shall complete the Project by August 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 15, 2009, through August 31, 2009. Jewish Federation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 1, 2009. Upon

written notification to County at least ninety (90) days prior to that date Jewish Federation may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Jewish Federation's request for said extension.

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

13. Jewish Federation 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 Jewish Federation. 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 Jewish Federation 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, Jewish Federation 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 Jewish Federation, 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 Jewish Federation is eligible to receive reimbursement from the County.

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

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

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

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

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

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

18. Jewish Federation 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 Jewish

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

19. The County and Jewish Federation 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, Jewish Federation 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 Jewish Federation:

Director
Jewish Federation of South Palm Beach County, Inc.
9901 Donna Klein Boulevard
Boca Raton, FL 33428

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

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

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner John F. Koons, Chairman

WITNESSES:

Susan W. Yonge

Terrence Kenneth

JEWISH FEDERATION OF SOUTH PALM
BEACH COUNTY, INC.
FEI Number: 591945109

By: MEL LOWELL April 6, '09
Name (Type or Print)

Title: Exec. V.P., COO, CFO

By: [Signature]
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

Name of Agency: **Jewish Federation of South Palm Beach County, Inc.**

Mailing Address: **9901 Donna Klein Boulevard, Boca Raton, FL 33428**

Federal Employer Identification Number: **591945109**

Name of President: **Stewart G. Harris**
Name of Executive Director: **William S. Bernstein**
Project Liaison Information:
 Name: **Elise Dolgow**
 Telephone #: **561.852.3170**
 Fax #: **561.852.3396**
 e-mail: **EliseD@bocafed.org**

Purpose/Mission of Agency:

The Jewish Federation of South Palm Beach County serves the cities of Boca Raton, Delray Beach and Highland Beach. The Jewish Federation strives to create a sense of community for Jewish people in south Palm Beach County and serves as a Jewish voice in building relations with the non-Jewish community.

PROJECT INFORMATION

1. Name of Project: **2009 Israel Independence Day Celebration**
2. Project Description
 - General (Project Scope):
To hold a concert for the public to celebrate Israel Independence Day. Performances by several school groups and an international musical group.
 - Public Purpose:
Bring the community together for a free, community-wide celebration of Israel Independence Day.
 - Location and Date:
**Mizner Park Amphitheater
April 29, 2009**
 - Anticipated Number of Participants/Users:
5,000
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Facility rental, technical and production, contractual services, marketing/advertising, equipment, operational expenses (includes security and personnel), and other miscellaneous expenses.
4. Estimated Lump Sum Total for Project: **\$ \$55,000**
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). **2/15/09 to 8/31/09**

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 Attachment:
Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded \$ 25,000
District 5
(filled in by County)

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

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

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

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

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date



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		Amount	Expense Description
			Number	Date	Number	Date		
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.

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.

Administrator

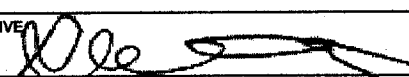
Date

Date

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/24/2009	
PRODUCER Phone: 516-487-0300 Fax: 516-487-0372 Sterling & Sterling, Inc. P.O. Box 9017 Woodbury NY 11797		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC #
INSURED Jewish Federation So. Palm Beach 9901 Donna Klein Blvd Boca Raton FL 33428		INSURER A: Zurich North America	
		INSURER B: Markel American Ins. Co.	
		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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO3793662	5/28/2008	5/28/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUNJ234008	7/1/2008	7/1/2009	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Israel Independence Day 2009.
Palm Beach County, c/o Parks & Recreation Department are included as Additional Insured on the above General Liability policy as it relates to the referenced event.

CERTIFICATE HOLDER Palm Beach County . c/o Parks & Recreation Dept. 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: 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

OP ID NX
JEWFE02

DATE (MM/DD/YYYY)

03/24/09

PRODUCER Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311 Phone: 954-735-5500 Fax: 954-735-2852	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 Jewish Federation of S. Palm Federation Transportation Services, Inc., Beach County, Inc., 9901 Donna Klein Boulevard Boca Raton FL 33428	<table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Zenith Insurance Company</td><td>10701</td></tr><tr><td>INSURER B: Philadelphia Ins. Companies</td><td>18058</td></tr><tr><td>INSURER C: Lexington Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zenith Insurance Company	10701	INSURER B: Philadelphia Ins. Companies	18058	INSURER C: Lexington Insurance Company		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Zenith Insurance Company	10701												
INSURER B: Philadelphia Ins. Companies	18058												
INSURER C: Lexington Insurance Company													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	X	AUTOMOBILE LIABILITY <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	PHPK270981	05/28/08	05/28/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	019608765	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C		OTHER Lease/Rent Equip	1067357	05/28/08	05/28/09	Lsd/Rent 100,000 Scheduled 188185

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

Ref: Israel Under the Stars event taking place on 4/28/09 and 4/29/09 at Mizner Park. Israel Independence Day 2009.

CERTIFICATE HOLDER

PALBE22

PALM BEACH COUNTY BOCC
PARKS & RECREATION DEPT
ADMIN SUPPORT MANAGER
2700 6TH AVENUE SOUTH
LAKEWORTH FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

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ACORD 25 (2009/01)

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