

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 7, 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 Folke Peterson Wildlife Center, Inc. for the period July 7, 2009, through October 31, 2009, in an amount not-to-exceed \$10,000 for environmental and nature education programs.

**Summary:** This funding is to assist with costs for Folke Peterson Wildlife Center's environmental and nature programs, which serve more than 4,000 members of the public through in-house and outreach programs and reach 6,000 children annually through school presentations, on-site programs, and educational trail tours. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to August 18, 2008. Funding is from the Recreation Assistance Program (RAP) District 3 (\$5,000) and District 6 (\$5,000) Funds. District 6 (AH)

**Background and Justification:** Folke Peterson Wildlife Center, Inc. is a not-for-profit organization whose mission is to care for sick, injured, and orphaned native Florida wildlife with the purpose of returning healthy, rehabilitated animals to their natural habitat as soon as possible. Folke Peterson offers public environmental and nature education programs promoting tolerance and appreciation of wildlife that teaches the importance of peaceful coexistence with Florida's wildlife and the role each animal plays in the ecosystem.

The annual cost of the programs is approximately \$29,000 for personnel costs, equipment, supplies, printing and copying, insurance, and other miscellaneous expenses. The \$10,000 from District 3 and District 6 RAP funding will help offset these expenses. The Agreement has been executed by the Folke Peterson Wildlife Center, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

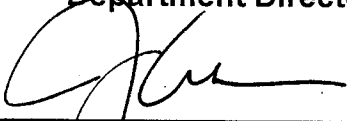
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Recommended by:

  
Department Director

6/12/09  
Date

Approved by:

  
Assistant County Administrator

7/4/09  
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>
<b>NET FISCAL IMPACT</b>	<u><b>10,000</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>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Unit R903, R913 and R906  
 Object 8201 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program  
 UNIT: RAP/District 3; RAP/Transportation Improvement Fund-District 3; RAP/District 6

Contributions-Non-Govts Agnces	3600-581-R903-050-8201	\$4,627.58
Contributions-Non-Govts Agnces	3600-581-R913-003-8201	\$372.42
Contributions-Non-Govts Agnces	3600-581-R906-195-8201	\$5,000.00
Total		<u>\$10,000.00</u>

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

[Signature] 6/23/09  
 OFMB 8/6/18/09  
 06/17/09 CM 6/16/09

[Signature] 7/2/09  
 Contract Development and Control  
 6/24/09

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

Anne Delgado 7/6/09  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
FOLKE PETERSON WILDLIFE CENTER, INC. FOR ENVIRONMENTAL AND  
NATURE EDUCATION PROGRAMS**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Folke Peterson Wildlife Center, Inc., a Florida not-for-profit Corporation, hereinafter referred to as "Folke Peterson."

**WITNESSETH:**

**WHEREAS**, Folke Peterson is a not-for-profit organization that provides care for sick, injured, and orphaned native Florida wildlife with the purpose of returning healthy, rehabilitated animals to their natural habitat as soon as possible; and

**WHEREAS**, Folke Peterson offers public environmental and nature education programs promoting tolerance and appreciation of wildlife (the "Programs"); and

**WHEREAS**, the Programs teach the importance of peaceful coexistence with Florida's wildlife and the role each animal plays in the ecosystem; and

**WHEREAS**, the Programs serve more than four thousand (4,000) members of the public through in-house and outreach programs and six thousand (6,000) children through school presentations, on-site programs, and educational trail tours; and

**WHEREAS**, the annual cost of the Programs is approximately \$29,000 for personnel costs, equipment, supplies, printing and copying, insurance costs, and other miscellaneous expenses; and

**WHEREAS**, Folke Peterson has requested that County provide \$10,000 to help offset expenses for the Programs; and

**WHEREAS**, funding for the Programs in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) – Districts 3 (\$5,000) and 6 (\$5,000); and

**WHEREAS**, public environmental and nature education programs serve a public benefit; and

**WHEREAS**, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not-to-exceed \$10,000 to Folke Peterson for the Programs for personnel costs, equipment, supplies, printing and copying, insurance costs, and other miscellaneous 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 Folke Peterson 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 Folke Peterson. Said information shall list each invoice paid by Folke Peterson and shall include the vendor invoice number; invoice date; and the amount paid by Folke Peterson along with the number and date of the respective check or proof of payment for said payment. Folke Peterson shall attach a copy of each vendor invoice paid by Folke Peterson 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, Folke Peterson's Program Administrator and Project Financial Officer shall certify the total funds spent by Folke Peterson on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Folke Peterson and approved by Folke Peterson as indicated.

3. Folke Peterson incurred expenses for the Project beginning on August 18, 2008. Those costs incurred by Folke Peterson for the Project, approved and submitted accordingly by Folke Peterson subsequent to August 18, 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 Folke Peterson 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. Folke Peterson warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Folke Peterson 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, sexual orientation, gender identity, or expression.

7. Folke Peterson shall be responsible for operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until October 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Folke Peterson is in default of its obligations under this Agreement, the County shall provide Folke Peterson thirty (30) days written notice to cure the default. In the event Folke Peterson 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 Folke Peterson for the Project deemed to be in default and Folke Peterson shall return any County RAP funds already collected by Folke Peterson 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. Folke Peterson shall complete the Project by July 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 18, 2008, through July 31, 2009. Folke Peterson shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2009. Upon written notification to County at least ninety (90) days prior to that date Folke Peterson may request an extension

beyond this period for the purpose of completing the Project. County shall not unreasonably deny Folke Peterson' request for said extension.

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

13. Folke Peterson 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 Folke Peterson. 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 Folke Peterson 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, Folke Peterson 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 Folke Peterson, 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 Folke Peterson is eligible to receive reimbursement from the County.

16. Folke Peterson 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. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Folke Peterson are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Folke Peterson under this Agreement.

**Commercial General Liability.** Folke Peterson 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. Folke Peterson shall provide this coverage on a primary basis.

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

**Additional Insured.** Folke Peterson 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." Folke Peterson shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Folke Peterson 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 Folke Peterson 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 Folke Peterson enter into such an agreement on a pre-loss basis.

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

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



19. The County and Folke Peterson 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, Folke Peterson 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 Folke Peterson:

Executive Director  
Folke Peterson Wildlife Center, Inc.  
10948 Acme Road  
Wellington, Fl 33414

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:**  
*Sandra Hunkias*  
Admin. Assistant

**FOLKE PETERSON WILDLIFE CENTER, INC.**  
**FEI Number: 23-7085609**

By: Heather Landstrom  
Name (Type or Print)

Title: Executive Director

By: *Heather Landstrom*  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: *Dennis L. Eshleman*  
Dennis L. Eshleman, Director  
Parks and Recreation Department

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

Name of Agency: Folke Peterson Wildlife Center, Inc.  
Address: 10048 Acme Road, Wellington, FL 33414

Federal Employer Identification Number:

Name of President: DR. RANDY FINE  
Name of Executive Director: HEATHER LANDSTROM

Project Liaison Information:

Name: HEATHER LANDSTROM  
Telephone #: 561-793-2473  
Fax #: 561-422-3337  
e-mail: [director@fpwildlife.org](mailto:director@fpwildlife.org)  
**PROJECT INFORMATION**

1. Name of Project: Environmental and Nature Education Program  
2. Project Description

- General (Project Scope):

PLEASE SEE ATTACHED.

- Public Purpose: TO CREATE A DESIRE FOR PEOPLE TO DO THEIR PART IN PRESERVING WILDLIFE AND HABITATS IN PALM BEACH COUNTY.
- Location: FOLKE PETERSON WILDLIFE CENTER  
10948 ACME RD. WELLINGTON FL 33414
- Anticipated Number of Participants/Users:

6000 SCHOOL CHILDREN, 4000 PUBLIC

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.

PERSONNEL, EQUIPMENT, SUPPLIES,  
PRINTING/COPYING, MILEAGE, INSURANCE

4. Estimated Lump Sum Total for Project: \$ 29,000 (\$10,000 FROM PALM BEACH COUNTY)
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). AUG. 18, 2008 to JULY 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 Attachments:  
Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded \$ 10,000  
Districts 3 (\$5,000) and 6 (\$5,000)  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)

## **Folke Peterson Wildlife Center Educational Programming**

Through our educational programs, we strive to teach the importance of peaceful coexistence with Florida's wildlife and the role each animal plays in our delicate ecosystem. This year we will reach more than 6,000 children through our school presentations, on-site programs and Findlay Educational Trail tours.

The "ripple effect" is at the very core of our educational programs. By reaching children at an impressionable age, we hope to instill a life-long environmental ethic that will be passed along to family and friends. Furthermore, an encounter with animals in a natural environment can make all the difference in a person's interest in science, biology, and medicine, both veterinary and human, and can lead to a lifetime dedicated to improving the world around them. In all of our outreach programs, we strive to create a desire for people to do their part in preserving wildlife habitat in their own yards and community.



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)	_____	_____
<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		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.

\_\_\_\_\_  
 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

Client#: 1334467

78FOLKEPET

<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/21/2009
<b>PRODUCER</b> BB&T Burkey Insurance 2240 Woolbright Road Suite 403 Boynton Beach, FL 33426 561 734-8445	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.	
<b>INSURED</b> Folke Peterson Wildlife Center, Inc. 10948 Acme Road Wellington, FL 33414	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	23850
	INSURER B: Florida Retail Federation SIF	WCSIF
	INSURER C:	
	INSURER D:	

**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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS					
<b>A</b>	<b>GENERAL LIABILITY</b> <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-PORT <input type="checkbox"/> LOC	<b>PHPK326584</b>	<b>06/28/08</b>	<b>06/28/09</b>	EACH OCCURRENCE	\$1,000,000				
	DAMAGE TO RENTED PREMISES (EX OCCURRENCE)				\$100,000					
	MED EXP* (Any non-person)				\$5,000					
	PERSONAL & ADV INJURY				\$1,000,000					
	GENERAL AGGREGATE				\$5,000,000					
	PRODUCTS - COMP/OP AGG				\$5,000,000					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ex accident)	\$			
	<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					BODILY INJURY (Per person)	\$			
	GARAGE LIABILITY					BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> ANY AUTO					PROPERTY DAMAGE (Per accident)	\$			
EXCESS/UMBRELLA LIABILITY					AUTO ONLY - EA ACCIDENT	\$				
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$					OTHER THAN AUTO ONLY: EA ACC	\$				
					AGG	\$				
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	<b>52036904</b>	<b>06/08/08</b>	<b>06/08/09</b>	WC STATUTORY LIMITS	\$				
					OTH-ER	\$				
					CL. CASH ACCIDENT	\$100,000				
					CL. DISEASE - FA EMPLOYEE	\$100,000				
					CL. DISEASE - POLICY LIMIT	\$500,000				

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

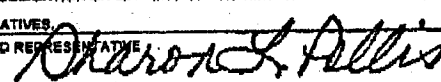
\*\* Supplemental Name \*\*

First Supplemental Name applies to all policies - Folke Peterson Wildlife Center, Inc.

Certificate holder is named Additional Insured as respects General Liability.

**CERTIFICATE HOLDER**

**CANCELLATION 10 Days for Non-Payment**

Palm Beach County 301 N. Olive Ave West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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.