Agenda Item #3.M.1.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 3, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: _	Parks and Recreation		
Submitted By:	Parks and Recreation Departmen	<u>nt</u>	
Submitted For	: Parks and Recreation Departme	<u>nt</u>	
	I. EXECUTIV	E BRIEF	
Motion and Tit	e: Staff recommends motion to ap	prove: Agreement v	vith the South Florida Science

Museum, Inc. for the period November 3, 2009, through November 30, 2009, in an amount not-to-exceed \$1,000 for student field trips to experience the Science Tunnel Exhibition of the Max Planck Society.

Summary: This funding is to offset the cost of student field trips sponsored by the Science Museum for its Max Planck Society exhibition. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 6, 2009. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. <u>District 2</u> (AH)

Background and Justification: The South Florida Science Museum, Inc. is a not-for-profit organization that provides numerous activities to support education, culture, and tourism in Palm Beach County. The Science Museum sponsored the Science Tunnel "Send a Class" program to provide transportation and admission costs for students in grades four through twelve at Title I schools for a field trip to the South Florida Science Museum to participate in a high-level program presented in the Max Planck Society Science Tunnel. Approximately 75 participants participated in the "Send a Class" program.

The cost of the student field trips for transportation and admission fees was approximately \$1,000. The \$1,000 from District 3 RAP funding will offset these costs. The Agreement has been executed on behalf of the South Florida Science Museum, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement	
Recommended by: Department Director	10/1/09 Date
Approved by: Assistant County Administrator	16/27/07 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:										
Fiscal Years	2010	2011	2012	2013	2014					
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	1,000 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-					
NET FISCAL IMPACT	<u>1,000</u>	0	0	0	0					
# ADDITIONAL FTE POSITIONS (Cumulative)	0			manage distribution (Colored States of Colored S	·					
Is Item Included in Currer Budget Account No.:	Is Item Included in Current Budget? Yes X No Budget Account No.: Fund 3600 Department 583 Unit R913 Object 8201 Program N/A									
B. Recommended Source	es of Funds/S	ummary of Fi	scal Impact:							
FUND: Park Improvement Fund/Recreation Assistance Program UNIT: RAP/Transportation Improvement Fund-District 3										
Contributions-Non-Govts Agencies 3600-583-R913-010-8201 \$1,000										
C. Departmental Fiscal Review: <u>ckopelakis</u>										
III. REVIEW COMMENTS										
A. OFMB Fiscal and/or Contract Development and Control Comments:										
OEMB MINISTRA ST	10/22/ JC		ontract Develop	Hours of	0/23)09 itrol					
B. Legal Sufficiency:				complies with our						
Assistant County Attorn	10/26/09 ey		contract revie	w requirements.						
C. Other Department Re	view:									

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND SOUTH FLORIDA SCIENCE MUSEUM, INC. FOR STUDENT FIELD TRIPS TO EXPERIENCE THE SCIENCE TUNNEL EXHIBITION OF THE MAX PLANCK SOCIETY

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 South Florida Science Museum, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Science Museum".

WITNESSETH:

WHEREAS, Science Museum owns and operates the South Florida Science Museum on property located in Dreher Park leased from West Palm Beach; and

WHEREAS, Science Museum provides numerous activities to support education, culture, and tourism in Palm Beach County, and

WHEREAS, Science Museum is sponsoring the Science Tunnel "Send a Class" program to provide transportation and admission costs for students in grades four (4) through twelve (12) at Title I schools for a field trip to the South Florida Science Museum; and

WHEREAS, the Science Museum Field trip allowed students to participate in a high-level program presented in the Max Planck Society Science Tunnel; and

WHEREAS, Science Museum is able to pay for transportation and admissions for seventy five (75) students and chaperones at a cost of \$1,000; and

WHEREAS, Science Museum has requested that County provide \$1,000 to offset costs for transportation and admissions for seventy five (75) students and chaperones to participate in the Max Planck Society Science Tunnel program; and

WHEREAS, County desires to provide funding to help offset costs for Title I student transportation and admissions to the Science Museum to participate in the Max Planck Society Science Tunnel program; and

WHEREAS, funding to assist Science Museum in an amount not-to-exceed \$1,000 is available from the Recreation Assistance Program (RAP) - District 3; and

WHEREAS, Science Museum's educational and recreational programs serve a public purpose; 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 \$1,000 to Science Museum to help

offset costs for transportation and admissions to the Science Museum for seventy five student and chaperones, as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

- 2. County will use its best efforts to provide said funds to Science Museum 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 Science Museum. Said information shall list each invoice paid by Science Museum and shall include the vendor invoice number; invoice date; and the amount paid by Science Museum along with the number and date of the respective check or proof of payment for said payment. Science Museum shall attach a copy of each vendor invoice paid by Science Museum 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, Science Museum's Program Administrator and Project Financial Officer shall certify the total funds spent by Science Museum on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Science Museum and approved by Science Museum as indicated.
 - 3. Science Museum incurred expenses for the Project beginning on January 6, 2009. Those costs incurred by Science Museum for the Project, approved and submitted accordingly by Science Museum subsequent to January 6, 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 Science Museum 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. Science Museum warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Science Museum 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. Science Museum shall be responsible for the operation and maintenance of the

Project, including all associated costs.

- 8. The term of this Agreement shall be until November 30, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Science Museum is in default of its obligations under this Agreement, the County shall provide Science Museum thirty (30) days written notice to cure the default. In the event Science Museum 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 Science Museum for the Project deemed to be in default and Science Museum shall return any County RAP funds already collected by Science Museum 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. Science Museum shall complete the Project by August 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 6, 2009, through August 30, 2009. Science Museum shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Science Museum may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Science Museum's request for said extension.
- 12. In the event Science Museum 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 Science Museum. The determination that Science Museum has ceased or suspended the Project shall be made by County and Science Museum agrees to be bound by County's determination.
- 13. Science Museum 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 Science Museum. 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 Science Museum 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, Science Museum 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 Science Museum, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

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

Commercial General Liability. Science Museum 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' Risk Management Department. Science Museum shall provide this coverage on a primary basis.

Automobile. Science Museum shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the

ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Science Museum or by anyone employed by or contracting with Science Museum. Should Science Museum use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Science Museum and Palm Beach County as Additional Insured.

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

Additional Insured. Science Museum 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." Science Museum shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Science Museum 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 Science Museum 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 Science Museum enter into such an agreement on a pre-loss basis.

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

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

19. The County and Science Museum 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, Science Museum 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 Science Museum:

President South Florida Science Museum, Inc. 4801 Dreher Trail North West Palm Beach, FL 33405

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

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

SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS			
Deputy Clerk WITNESSES: Description Description	By:Commissioner John F. Koons, Chairman SOUTH FLORIDA SCIENCE MUSEUM, INC. FEI Number: _590915177 By:Name (Type or Print) Title Signature			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	By:			

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

Name of Agency: South Florida Science Museum, Inc.

Mailing Address: 4801 Dreher Trail North West Palm Beach, FL 33405

Federal Employer Identification Number: 59-0915177

Name of President: Ms. Mary Sellers, CEO

Name of Executive Director: Dr. Rachel Docekal, Deputy Director

Project Liaison Information:

Name: Dr. Laura Sessions, Director of Guest Experience

Telephone #: (561) 370-7710 Fax #: (561) 832-4461

e-mail: <u>lsessions@sfsm.orq</u>

PROJECT INFORMATION

- Name of Project: Science Tunnel, Exhibition of the Max Planck Society at the South Florida 1. Science Museum
- **Project Description** 2.
 - General (Project Scope):

The Science Tunnel "Send a Class" program provides students in grades 4 - 12 at Title I schools with a field trip to the South Florida Science Museum. The program provides for all transportation and Museum admission costs for three classrooms of students. This high-level program presented in the Max Planck Society Science Tunnel is based upon the scope and sequence of Sunshine State Standards for each grade level. This exhibition content was judged so important by the School District of Palm Beach County that the FCAT blackout period for field trips was lifted for the exhibition. Following a tour, students are encouraged to engage in the hands-on components to the exhibition such as focusing a telescope, riding a bicycle at the speed of light, or examining common objects under a magnifier.

Public Purpose:

For many schools on the Title I roster, field trips are virtually impossible. The "Send a Class" eliminates barriers by absorbing all expenses, making each Title I school groups' visit as effortless as possible, and takes the traditional field trip one step further with a personal tour through the exhibition.

- Location: South Florida Science Museum
- Anticipated Number of Participants/Users: 75 students per \$1,000.00 scholarship
- Project Elements: List anticipated broad categories of Expenditure Items such as capital 3. outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Museum Admission Students, Museum Admission Chaperones, Transportation

4. Estimated Lump Sum Total for Project: \$ 1,000.00	
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Project Initiation date (date of first invoice for which reimbursement will be requested) and 5. anticipated End date (date which project will be completed and all invoices paid).

to <u>June 9, 2009</u> January 6, 2009

August 30, 2007 | 54 | 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.

Required Attachments: 6. Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded

1,000 District 2 (filled in by County)

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



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee:		Project Name:		**
Submission #:		Reimbursement Period:		
ltem	<u>Key</u>	Project Costs This Submission	Cumulative Project Costs	
Contractual Services	(C)			
Salary & Wages (% of salaries)	(S)			
Materials, Supplies, Direct Purchases	(M)	***************************************		
Equipment	(E) _			10.00
Travel	(T) <u> </u>			
Indirect Costs	(1)			
TOTAL PROJECT COSTS	·.			
Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct I E = Equipment T = Travel I = Indirect Costs Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.	ourchases	Certification: I hereby cert been maintained as requir expenses reported above request.	ed to support the project	
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 Disbur	sed	\$		
County Funds Due this Billing		\$		
			and the second s	i
Reviewed and Approved By:		ologi Administrativa	Data	
Reviewed and Approved By:	PBC Pr	oject Administrator	Date	

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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

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	Grantee:				– Pro	ject Name:			
	Submittal #:				- Cor	ntract Reimburseme	ent Period:	· · · · · · · · · · · · · · · · · · ·	
			. •						
			Check or	Voucher	Inv	oice			
#	Payee (Vendor/Contractor)	Key_	Number	Date	Number	Date	Amount	Expense Description	
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	Certification: I hereby certify that the pure accomplishing this project.	chases r	oted above were	e used in	Certification: I her documentation ha request.	reby certify that bid ve been maintained	tabulations, executed cord as required to support the	ntract, cancelled checks, and other purchasing ne costs reported above and are available for audit upor	
	Administrator		Date	:				Date	

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Cert ID 49843 DATE (MM/DD/YYYY) ACORD, CERTIFICATE OF LIABILITY INSURANCE 6/1/2009 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 PRODUCER Wells Fargo Insurance Services Southeast 2054 Vista Parkway, Suite 400 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. West Palm Beach FL 33411-2718 (561) 655-5500 (561) 655-5509 **INSURERS AFFORDING COVERAGE** NAIC# INSURED INSURER A: Associated Indemnity Corporati 21865 South Florida Science Museum 19410 INSURER B: Commerce & Industry INSURER C: Assurance Company of America 19305 4801 Dreher Trail North INSURER D: West Palm Beach FL 33405 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. POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY) INSR ADD'L LTR INSRD POLICY NUMBER LIMITS TYPE OF INSURANCE EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) GENERAL LIABILITY 1,000,000 X COMMERCIAL GENERAL LIABILITY MZX80906223 6/1/2009 6/1/2010 \$ 100,000 CLAIMS MADE X OCCUR MED EXP (Any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG | \$ 2,000,000 PRO-JECT X POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 6/1/2009 6/1/2010 1,000,000 MZX80906223 A ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) \$ SCHEDULED AUTOS HIRED AUTOS BODILY INJURY (Per accident) \$ NON-OWNED AUTOS X PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT \$ GARAGE LIABILITY EA ACC \$ ANY AUTO OTHER THAN AGG \$ \$ 2,000,000 EXCESS/UMBRELLA LIABILITY EACH OCCURRENCE 6/1/2010 2,000,000 OCCUR CLAIMS MADE BE046462238 6/1/2009 AGGREGATE \$ В \$ DEDUCTIBLE RETENTION X WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1/1/2010 WC272985501 1/1/2009 E.L. EACH ACCIDENT 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ 500,000 yes, describe under PECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$ 500,000 6/1/2010 6/1/2009 \$165,000 Theft Included Spec OTHER Bus Pers Property MZX80906223 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS 10 Day notice of cancellation for non payment of premium. Certificate holder is inclded as additional insured for general liability CERTIFICATE HOLDER 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 Palm Beach County 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 Parks & Recreation 2700 6th Avenue South REPRESENTATIVES.

Loner Vanade

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Lake Worth FL 33461

ACORD 25 (2001/08)

AUTHORIZED REPRESENTATIVE

6/1/2009

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.