

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 15, 2011 Consent Regular
 Workshop Public Hearing

Department
 Submitted By: Environmental Resources Management
 Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. ratify** signature by the County Administrator of a no-cost Exhibition Agreement with the City of West Palm Beach for use of the waterfront Lake Pavilion to promote local environmental resources and restoration initiatives;
- B. ratify** signature by the County Administrator of a no-cost Agreement with John J. Lopinot for the use of photographs for display during the exhibition at the Lake Pavilion, March 10-April 15, 2011;
- C. ratify** signature by the County Administrator of a no-cost Agreement with Armory Art Center for the use of nine sculpture pedestals for the purpose of displaying art during the exhibition at the Lake Pavilion, March 10- April 15, 2011;
- D. ratify** signature by the County Administrator of a Lease Agreement in the amount of \$3000 with Tanks A Lot for a saltwater living exhibit during the exhibition at the Lake Pavilion, March 10-April 15, 2011; and
- E. authorize** the County Administrator, or his designee, to sign all future time extensions, certifications, statements and other forms associated with these or similar future agreements, and any necessary minor amendments that do not change the scope of work or terms and conditions.

Summary: The City of West Palm Beach has recently offered Palm Beach County use of the Lake Pavilion for an environmental exhibit between March 10, 2011 and April 15, 2011. The exhibit includes various displays which require agreements with providers of event specific goods and services. Due to the short notice, it was necessary for the Administrator to sign these Agreements after a review for legal sufficiency determined there was negligible risk to the County. District 7 (SF)

Background and Justification: At the suggestion of the Marine Industries Association and the City of West Palm Beach, exhibit space on the West Palm Beach waterfront has been offered to the Department of Environmental Resources Management (ERM). The exhibit is located in a high visibility area and will coincide with the Palm Beach International Boat Show scheduled for March 24, 2011 to March 27, 2011. ERM will develop a display that will involve cooperation from various state, local and not-for-profit environmental and tourism partners. The exhibit will be advertised by the City of West Palm Beach as a "living exhibit" and will feature saltwater aquariums containing native fish and habitat. The exhibit will focus on Lake Worth Lagoon as well as the oceans, beaches and natural areas of Palm Beach County.

- Attachment:**
1. Exhibition Agreement
 2. Photography Agreement
 3. Armory Art Center Agreement
 4. Tanks A Lot Lease Agreement

Recommended by: Richard E. Welsby 3/7/11
 Department Director Date

Approved by: [Signature] 3/7/11
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$3000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$3000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 1226 Department 380 Unit 3252 Object 4801
 Program _____

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

C. Department Fiscal Review:

III. REVIEW COMMENTS

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




OFMB Contract Development and Control

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director



EXHIBITION AGREEMENT

Matter No. 10340

THIS AGREEMENT is made by and between the **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with an address of P.O. Box 3366, West Palm Beach, FL 33402-3366 (the "City") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida with an address of Department of Environmental Resources Management, 2300 North Jog Road, West Palm Beach, FL 33411 (the "County").

This Agreement sets forth the understanding governing the exhibition, "Eco-Treasures: Discovering the Natural Beauty of Palm Beach County," at the City's Waterfront Lake Pavilion.

1. **EXHIBITION.** The County shall provide, at its own cost and expense, the exhibition entitled "Eco-Treasures: Discovering the Natural Beauty of Palm Beach County," as further described in Exhibit A attached hereto (the "Exhibition"), for exhibition at the City's Waterfront Lake Pavilion. The County shall comply with the requirements of the Fire Marshall set forth in Exhibit B and shall deliver a final floor plan for the Exhibition to the City for approval by March 3, 2011.
2. **LOCATION.** The City shall provide public exhibition space for the Exhibition within the City's Waterfront Lake Pavilion ("Pavilion"). The County acknowledges that the Lake Pavilion is located within Palm Beach International Boat Show area and that from March 23rd through March 27th access to the Pavilion will be restricted to Boat Show vendors and patrons during the Boat Show's regularly scheduled hours. The County shall have the right to host a reception at the Pavilion during the exhibition dates. If the reception is during the Boat Show, the County shall be responsible for coordinating the event and access with the Boat Show. The County shall comply with the City's rules and regulations for use of the Pavilion located at www.wpb.org/waterfront/lake.html and incorporated by reference herein.
3. **EXHIBITION DATES.**
 - 3.1 Set Up: March 9 – March 10, 2011, 9:00 a.m. to 5:00 p.m.
 - 3.2 Exhibition: March 10 – April 14, 2011, 6:00 p.m. to 10:00 p.m. Monday through Friday; 8:00 a.m. to 10:00 p.m. on Saturdays; and 2:00 p.m. to 8:00 p.m. on Sundays.
 - 3.3 Break Down: April 15, 2011, 9:00 a.m. to 5:00 p.m.
4. **DELIVERY / INSTALLATION.** The County shall transport the Exhibition to and from the Pavilion at its expense and shall be responsible for the installation, subject to the City's installation requirements. The City shall provide a "bagged" parking meter near the Pavilion for use by the County on set up and break down days and at other times as may be needed provided the County gives the City 48 hours notice. Once installed, no elements of the Exhibition shall be removed by the County from the Exhibition until the close of the Exhibition, unless otherwise agreed in writing by the City. The County shall provide an acknowledgement of the contributions of the City and the

Palm Beach International Boat Show to be displayed at the Exhibition.

5. MARKETING. The County will use its best efforts to market the Exhibition. The City shall also have the right to market the Exhibition provided that it utilizes approved County marketing materials.

6. STAFFING. The City will provide staff for the Exhibition during the times set forth in Section 3 above, with the exception of during the Boat Show, March 24 – 27th. During the Boat Show, the County will be responsible for providing staff for the Exhibition.

7. INDEMNIFICATION. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the City shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

8. INSURANCE. Without waiving the right to sovereign immunity as provided by s.768.28 f.s., the County acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the County maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the County shall agree to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage. The County agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, the County shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the City agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the County of its liability and obligations under this Agreement.

In the event that the County uses any subcontractors in connection with the Exhibition, such subcontractors shall comply with the City's minimum insurance requirements which are as follows:

(1) General Liability – coverage in the minimum amounts specified below, and with a maximum deductible of \$25,000 per occurrence.

General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate annually
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Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate annually
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(2) Automobile Liability \$1,000,000 combined single limit per occurrence

(3) Workers' Compensation: Workers' Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

9. TERMINATION. The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to the County. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder.

10. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record confirming receipt, or hand delivered to the County at the address on the first page of this Agreement, or to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

11. ASSIGNMENT. This Agreement requires the personal skills and experience of the County and may not be assigned by the County. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12. FORCE MAJEURE. Force Majeure means any fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, government action, hurricanes and acts of God, or other cause beyond the reasonable control of a party obligated to perform. Any prevention, delay or stoppage due to force majeure excuses that party's performance for a period equal to the period of that prevention, delay or stoppage. The party so affected shall not be entitled to any additional compensation by reason of any force majeure delay.

13. GOVERNING LAW. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The City and the County submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. The County agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

14. SEVERABILITY. In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

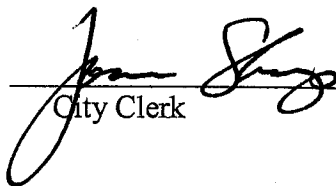
15. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

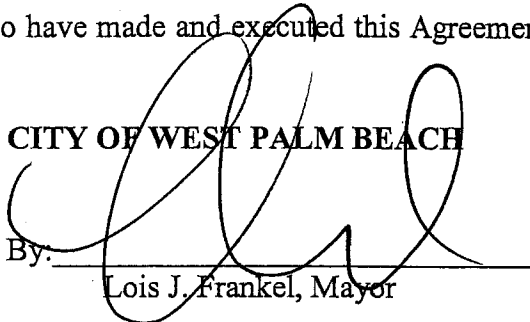
16. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

17. ENTIRE AGREEMENT. This Agreement and exhibits hereto embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the City and the County.

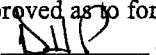
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

By: 
City Clerk

CITY OF WEST PALM BEACH
By: 
Lois J. Frankel, Mayor

Date: 3/9, 2011

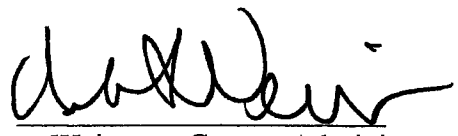
CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By:  / Date: 3/9/11

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY

By: 
Robert Weisman, County Administrator

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

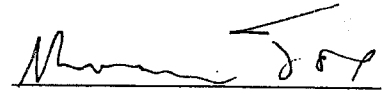
By: 
County Attorney

Exhibit A

Eco-Treasures: Discovering the Natural Beauty of Palm Beach County

Exhibit Components:

- Photography – Approximately thirty-six photographs taken by local photographers will be displayed on the fabric walls in a gallery format.
- Sculpture – Approximately eleven wooden and stone sculptures by local artist Paul Cummings will be display within the 3-D Habitat Displays
- 3-D Habitat Displays (approximately 200 square feet each)
 - Reef and Ocean Habitat Restoration – A 3-D display will be created to highlight our local beaches and reefs. The overall space will include coastal vegetation, sand placed in plastic containers/trays, a large aquarium showcasing local reef fish (if vendor is found), reef silhouettes on large plasticor panels hung from ceiling, blue “water” window clings (if vendor is found), and large rolling panel display board with posters showcasing an artificial reef project.
 - Lagoon Restoration - A 3-D display will be created to highlight Lake Worth Lagoon. The overall space will include estuary vegetation, mangrove seedlings placed in waterproof acrylic boxes, , silver mylar on the floor to represent water, a kayak, lagoon silhouettes on large plasticor panels hung from ceiling, and large rolling panel display board with posters showcasing the Ibis Isle Restoration Project.
 - Upland Habitat Restoration – A 3-D display will be created to highlight upland restoration. The overall space will include upland vegetation, a wooden walkway, upland silhouettes on large plasticor panels hung from ceiling, and large rolling panel display board with posters showcasing a restoration project.

Exhibit B
Requirements

1. All exit doors are to remain clear and unobstructed.
2. Adequate aisles are to be provided.
3. Ensure physically challenged accessibility within venue.
4. Fire safety equipment such as fire alarm equipment and portable fire extinguishers shall not be blocked.
5. No storage of combustible materials in boiler rooms, mechanical rooms, or electrical equipment rooms.
6. Any materials that are inherently flammable or produce toxic gases when burning shall not be used.
7. Hanging items shall provide at least 18" clearance to fire sprinkler heads.
8. All heat sources shall be kept away from combustible materials.

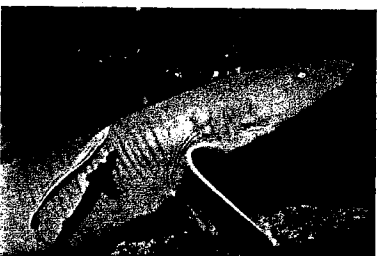
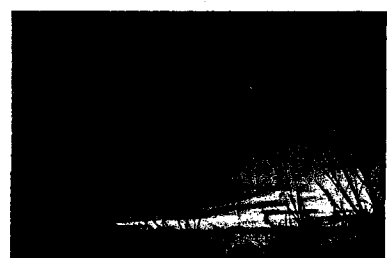
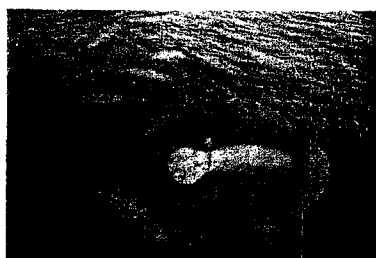
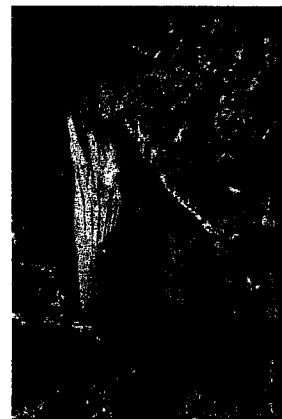
Terms and Conditions for use of John J. Lopinot's Photography

Stock Photography Delivery Memo

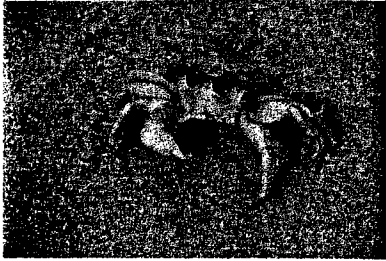
Client:

Date:

Photographs delivered:

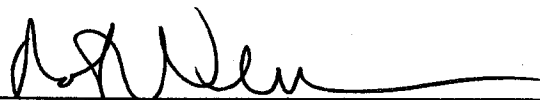


Terms and Conditions for use of John J. Lopinot's Photography



Please count all photographs and confirm that the count is accurate by returning one signed copy of this form. If objection is not immediately made by return mail, the Client shall be considered to accept the count shown on this form as accurate and that the photographs are of a quality suitable for reproduction. If the recipient of the photographs is not the Client, the recipient by accepting this Delivery Memo and the photographs warrants that the recipient has the authority to receive the photographs on behalf of the Client.

Acknowledged and Accepted by: _____


Robert Weisman, County Administrator

Date 3/7/11

1. Purpose and Definition. Photographer hereby agrees to entrust the Photographs listed on the front of this form to the Client for the purpose of review and examination only and no other purpose. "Photographs" are defined to include transparencies, prints, negatives, digitized encodations, and any other form in which the images submitted can be stored, incorporated, represented, projected, or perceived, including forms and processes not presently in existence but which may come into being in the future.

2. Ownership and Copyright. Copyright and all reproduction rights in the Photographs, as well as the ownership of the physical Photographs themselves, are the property of and reserved to the Photographer. Client acknowledges that the Photographs shall be held in confidence and agrees not to project, copy, store, or modify directly or indirectly any of the Photographs submitted (whether such modification is of the Photograph itself or involves combining the Photograph with other images or graphic or written elements, including but not limited to comping for clients) without the express permission of the Photographer, nor will Client permit any third party to do any of the foregoing. Reproduction shall be allowed only upon Photographer's written permission specifying usage and fees. In the event of the licensing of any usage rights by Client, payment shall be made within thirty (30) days of the date of the Invoice and time shall be of the essence with respect to payment.

3. Acceptance. Client accepts the listing and values set forth for the Photographs as accurate if not objected to in writing by return mail immediately after receipt of the Photographs. Any terms on this form not objected to in writing within 10 days shall be deemed accepted.

4. Loss, Theft or Damage. Client agrees to assume full responsibility and be strictly liable as an insurer for loss, theft, or damage to the Photographs and to insure the Photographs fully from the time of shipment from the Photographer to the Client until the time of return receipt by the Photographer. Client further agrees to return all of the Photographs at its own expense by registered mail or bonded courier which provides proof of receipt. Reimbursement for loss,

Terms and Conditions for use of John J. Lopinot's Photography

theft, or damage to any Photograph(s) shall be in the amount of the value entered for that Photograph(s) on the front of this form. Both Client and Photographer agree that the specified values represent the fair and reasonable value of the Photographs. Unless the value for an original photograph is specified otherwise on the front of this form, both parties agree that each original photograph has a fair and reasonable value of \$1,500 (Fifteen Hundred Dollars). Client agrees to reimburse Photographer for these fair and reasonable values in the event of loss, theft, or damage.

5. Copyright Notice. Copyright notice in the name of the Photographer shall be adjacent to the Photograph(s) when reproduced unless otherwise agreed by both parties and stated in the Invoice. If such copyright notice, which also serves as authorship credit, is required hereunder but is omitted, the Client shall pay as liquidated damages triple the usage fee agreed to between the parties instead of the agreed upon usage fee.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

 3/7/11
ASSISTANT COUNTY ATTORNEY DATE



EXECUTIVE COMMITTEE

James Swope
President

Linda Silpe
Chairwoman

Stephen M. Rabb
Vice President

Nancy Albano Lambrecht
Secretary

Robert Wechsler
Treasurer

Ann Brown
Member-At-Large

Harvey Cherner
Member-At-Large

Mary Montgomery
Member-At-Large

AGREEMENT

Please be advised that Palm Beach County Environmental Resources Management is in possession of 9 sculpture pedestals on loan from the Armory Art Center for the purpose of displaying art during the exhibition in the Lake Pavilion, March 10-April 15.

The agency indicated below affirms that this property will be returned in similar condition and immediately after their use at the aforementioned exhibition.

GOVERNING BOARD

Gilbert Brownstone

Annie Falk

Simone Goldblum

Muriel S. Kaplan

Chester Luby

Joan Luby

Zelda Mason

Herman Porten

Kenneth Santucci

Melvin Sirow

David Veselsky

Sandra B. Coombs
Chief Executive

Signed of behalf of PBC Environmental Resources Management

Date 3/7/11

Date _____

~~Garrett Lovett~~ for the Armory Art Center

ANN F. RUSHFORD

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

ASSISTANT COUNTY ATTORNEY DATE 3/7/11

ATTACHMENT #3

THIS AGREEMENT is between Palm Beach County, a political subdivision of the State of Florida (hereinafter PBC) and Tanks A Lot Aquarium Service, Inc. (hereinafter Tanks).

In consideration of the promises made by each to the other, Tanks and PBC mutually assent to the following:

1. Term: Tanks and PBC agree to be bound by the terms of this agreement from March ____, 2011 to April ____, 2011.

2. Jurisdiction: It is agreed by and between Tanks and PBC that all disputes and matters whatsoever arising out of this contract shall be litigated, if at all, in and before a Court located in Palm Beach County, Florida, to the exclusions of the courts of any other State or County, and parties to this agreement waive all challenges to personal jurisdiction with respect to this contract.

3. Services and Duties: PBC agrees to hire Tanks for the full duration of section (1) of this agreement. Tanks agrees to maintain 2 first class saltwater aquariums in the Eco-Treasures: Discovering the Natural Beauty of Palm Beach County exhibition. With that goal in mind, Tanks agrees to provide PBC with (A) Initial installation, initial installation is defined for purposes of this agreement as the work relating to the setting up and the installation of two 90 gallon aquariums, the filtration, adding water, sand, rock, local native fish corals and invert to the enclosure of the aquarium. Tanks agrees to provide PBC with (B) Maintenance 3 times a week, service for purposes of this agreement includes a cleaning of the aquarium glass, replenishment of water, inventory of livestock food, and a visual inspection of the routine aquarium operation. This service will be provided 3 times within a calendar week for five (5) weeks. The time and manner this service is provided is at the responsible discretion of Tanks to the exclusion of all other interested parties within reason. Tanks agrees to provide PBC with (C) Service for purposes of this agreement includes the service of leased equipment, visual inspection of livestock and aquarium operation, and administering of ph buffer, trace elements, and water replacement when necessary. This service will be provided 3 times within a calendar week for the duration of section (1). Tanks shall also provide additional services as necessary to maintain a fish tank of the highest quality. The time and manner which this service shall be provided is at the discretion exclusively of Tanks, provided that access to the exhibition site at such time is permitted under the Exhibition Agreement. Service will not take place during busy hours.

4. Lease of Personal Property: Tanks agrees to lease the following personal property to PBC: 300lbs of live rock, twenty pieces of live coral, two 90 gallon complete setup aquariums and necessary equipment for its proper operation, lights, and such local native fish and inverts as shall be necessary to maintain a fish tank of the highest quality. PBC will inform employees, contractors, visitors and purveyors to abstain from the use of caustic chemical or cleaners used in, near, or about aquarium; and by signing this agreement, PBC explicitly states that it is on notice of the risks associated with said chemicals and agrees to compensate Tanks for the loss of animal, livestock, fish caused by the use of such chemicals whether the cause be negligent, reckless, or purposeful. PBC agrees to the compliance of any reasonable instruction given by Tanks concerning the proper maintenance of such aquarium. PBC agrees to tender the aquariums back to Tanks at the conclusion of the agreement unless parties agree in writing otherwise. If PBC fails to comply with this Agreement, Tanks may terminate this Agreement immediately and remove the aquariums. Any breach of this agreement entitles the nonbreaching party to refuse performance and take appropriate legal action.

5. Supplies: Tanks agrees to provide two 90 gallon complete setup saltwater aquariums, carbon, floss, ph

ATTACHMENT # 4

buffer, live stock, sand, pumps, local native fish, food, and trace elements as deemed reasonably necessary by Tanks to maintain a fish tank of the highest quality.

6. Compensation: In consideration of all services rendered and to be rendered by Tanks to PBC, PBC will pay Tanks the sum of three thousand dollars \$3000.00 ("Full Amount Due"). Payment shall be due in two installments, with 50% due on March 25, 2011 and 50% due upon removal of the aquariums, which will take place on April 15, 2011. In the event PBC fails to pay Tanks the first 50% installment by March 25, 2011, PBC will pay Tanks Full Amount Due.

7. Good Faith Provision: Tanks and PBC agree to adhere to the provisions of this agreement in good faith. Tanks agrees to maintain a saltwater fish tank of the highest quality for the exhibition in accordance to this agreement with good faith and professionalism. PBC agrees to allow Tanks reasonable access to aquarium for purposes of service and maintenance, provided that such access to the exhibition site is permitted by the City of West Palm Beach pursuant to the Exhibition Agreement. The failure of PBC to allow access to the aquarium shall not constitute a breach by Tanks with respect to section (3) of this agreement. PBC agrees, by signing this agreement, to give Tanks license to enter premises at a reasonable time to retake personal property in the event that PBC fails to comply with this agreement.

8. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, PBC shall indemnify, defend and hold harmless Tanks against any actions, claims or damages arising out of PBC's negligence in connection with this Agreement, and Tanks shall indemnify, defend and hold harmless PBC against any actions, claims, or damages arising out of Tank's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

9. Independent Contractor Status: Tanks acknowledges that it is an independent contractor responsible for the control and operation of its own work, and is not an agent, partner, joint venturer nor an employee of PBC. Tanks shall have no authority to bind or otherwise obligate PBC in any manner nor shall Tanks represent to anyone that it has a right to do so.

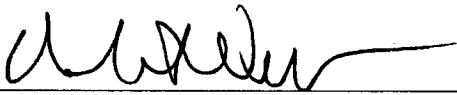
11. Waiver Provision: No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Integration of Agreement: This agreement is intended by both parties to be a full and final expression of the agreement, and both parties acknowledge that no ancillary writing exist with respect to this agreement. Notwithstanding the foregoing, both parties agree to comply with the terms and conditions of the Exhibition Agreement between PBC and West Palm Beach, which contains all terms and conditions concerning the Eco-Treasures: Discovering the Natural Beauty of Palm Beach County exhibition.


13. Personal Service Contract Agreement: Tanks acknowledges and agrees that this agreement is nonassignable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day set forth on the first page of this Agreement.


PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By:  3/7/11
Robert Weisman, County Administrator Date


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO
TERMS AND CONDITIONS

By: 
Robert Weisman, County Administrator

TANKS A LOT AQUARIUM SERVICE, INC.

By:  Mar 9 11
Date