

**AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN MONROE COUNTY AND
GREEN EARTH ENVIRONMENTAL EDUCATIONAL FOUNDATION
UNDER GRANT AGREEMENT ARS010**

THE AGREEMENT as entered into on the 16th day of March, 2010, and Amended by Amendment No. 1, by and between the **MONROE COUNTY BOARD OF COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 (hereinafter referred to as the "COUNTY") and Green Earth Environmental Education Foundation, Inc., a non-profit organization, whose address is 3931 RCA Boulevard, Suite 3114, Palm Beach Gardens, FL 33410, (hereinafter referred to as "GREEN EARTH") is hereby amended.

WITNESSETH

WHEREAS, the COUNTY desires to modify this Agreement to provide a 30 day no cost time extension; and

WHEREAS, the CONTRACTOR interviewed select attendees of the 3rd Annual Regional Climate Summit in Key Largo on December 8-9 at no charge; and

WHEREAS, the CONTRACTOR requires additional time to finalize the video;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and GREEN EARTH agree as follows:

1. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

TERM – This Agreement shall be completed on or before January 30, 2012, in order to add additional interviews from the 3rd Annual Regional Climate Summit and finalize the video. This additional information in the video will be at no additional cost to the COUNTY. This CONTRACT is contingent upon acceptance and review by the State of Florida. In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this _____ day
of _____, 2011.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Natleene W. Casse
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date: 1-3-2012

Witness for GREEN EARTH:
Kathryn Minard

Witness
Print Name: Kathryn Minard
Date: 12/30/2011

For GREEN EARTH:
By *James Jackson*

Title: PRODUCER
Print Name: JAMES JACKSON
Date: 12-27-11

ORIGINAL

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN MONROE COUNTY AND
GREEN EARTH ENVIRONMENTAL EDUCATIONAL FOUNDATION
UNDER GRANT AGREEMENT ARS010**

THE AGREEMENT as entered into on the 16th day of March, 2010, by and between the **MONROE COUNTY BOARD OF COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 (hereinafter referred to as the "COUNTY") and Green Earth Environmental Education Foundation, Inc., a non-profit organization, whose address is 3931 RCA Boulevard, Suite 3114, Palm Beach Gardens, FL 33410, (hereinafter referred to as "GREEN EARTH") is hereby amended.

WITNESSETH

WHEREAS, the COUNTY desires to modify this Agreement to provide a 30 day no cost time extension; and

WHEREAS, the CONTRACTOR agrees to interview select attendees of the 3rd Annual Regional Climate Summit in Key Largo on December 8-9 at no charge;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and GREEN EARTH agree as follows:

1. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"TERM – This Agreement shall be completed on or before December 30, 2011. This CONTRACT is contingent upon acceptance and review by the State of Florida."

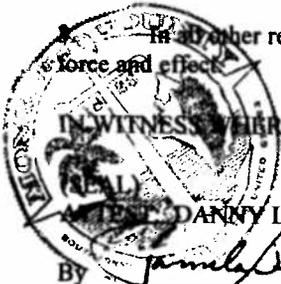
2. Paragraph 2 is hereby modified to have the following added:

"GREEN EARTH shall, at no additional cost to the COUNTY:

- (a) Attend the 3rd Annual Climate Leadership Summit in Key Largo on December 8-9, 2011, being hosted by the COUNTY,
- (b) GREEN EARTH shall preview a draft release of the Keys Energy Conservation Initiative video to summit attendees,
- (c) GREEN EARTH shall also interview and film select speakers and other summit attendees as directed by the COUNTY, and
- (d) GREEN EARTH shall use such interviews to prepare the final version of the Keys Energy Conservation Initiative video."

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed the day and year last written below.



DANNY L. KOLHAGE, CLERK

By *Jamie Hancock*
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By *[Signature]*
Mayor/Chairman
Date: 12/14/2011

Witness for GREEN EARTH:

1) *Marla Brown*
Witness
Print Name: MARLA BROWN
Date: 11/28/11

2) *Karen Meyer*
Witness
Print Name: Karen Meyer
Date: 11/28/11

For GREEN EARTH:

By *[Signature]*
Title: PRESIDENT
Print Name: JOHN R. POGGI
Date: 11/28/2011

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date: 12-19-2011
copy stamped 11-28-2011

AGREEMENT BETWEEN
GREEN EARTH ENVIRONMENTAL EDUCATION FOUNDATION
AND MONROE COUNTY
UNDER GRANT AGREEMENT # ARS010

THIS AGREEMENT is made and entered into this 16th day of March, 2011, by and between the MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040 ("COUNTY"), and the Green Earth Environmental Education Foundation, Inc., a non-profit organization organized under IRS 501(C) (3), whose address is 3931 RCA Boulevard, Suite 3114, Palm Beach Gardens, Florida 33410 ("GREEN EARTH").

WHEREAS, the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR, FLORIDA ENERGY COMMISSION ("STATE") has entered into a Grant Agreement #ARS010 ("Grant Agreement") with the COUNTY to provide financial assistance for the Energy Efficiency and Conservation Project in which the COUNTY is the named grantee on the Grant Agreement, and

WHEREAS, the United States Department of Energy (USDOE) awarded funding to the STATE pursuant to USDOE through American Recovery and Reinvestment Act (AARA) Grant Agreement No. DE-E0000241, and

WHEREAS, the COUNTY and the GREEN EARTH desire to develop a energy efficiency and conservation strategy, which would assist the COUNTY to improve energy conservation for the citizens of the COUNTY, and

WHEREAS, the GREEN EARTH has agreed to develop an energy efficiency and conservation strategy, which will meet the requirements of the Grant Agreement, and

WHEREAS, GREEN EARTH acknowledges that COUNTY will serve as the grantee/recipient under the Grant Agreement, and

WHEREAS, GREEN EARTH hereby agrees to abide by the requirements of the Grant Agreement entered into between the STATE and the COUNTY.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and GREEN EARTH agree as follows:

1. **INCORPORATION BY REFERENCE**. The provisions of that certain document entitled "FLORIDA ENERGY AND CLIMATE COMMISSION GRANT AGREEMENT NO. ARS010" (Grant Agreement) and its attachments is incorporated by reference as **EXHIBIT A** to this agreement and made a part hereof as if fully set forth in the body of the agreement and all laws, rules and regulations relating thereto are also incorporated by reference.
2. **SCOPE OF WORK**. GREEN EARTH will produce a short 15 minute educational audio / video piece to be utilized according to the grant to highlight the Keys Energy Conservation Initiative 2010 and will be available on local government websites and television channels and public radio. The materials will be disseminated by CD, DVD, and email. The

cost of this educational component is Thirty-Thousand Dollars and No Cents.(\$30,000), to be paid from grant funding. GREEN EARTH specifically agrees to allow COUNTY to use the educational piece as the COUNTY wishes for educational purposes in the Florida Keys. GREEN EARTH will use its best efforts to have the segment played on NPR stations in the Keys area.

In addition, Green Earth will donate in-kind services to develop the content for this educational program and coordinate with the entities that Monroe County designates to complete the task, which shall include but not be limited to, development of the script/content, interviews with elected decision makers and key community leaders on energy conservation initiatives. These in-kind services should be considered costs that would normally need to be incurred to successfully develop and produce the educational video/audio piece; but because GREEN EARTH believes in the work that the County is attempting to accomplish, GREEN EARTH pledges to participate in these in-kind services in the sum of an additional Thirty-Thousand Dollars and No Cents (\$30,000).

3. TERM. The agreement shall be completed on or before November 30, 2011. This contract is contingent upon acceptance and review by the State of Florida.
4. DOCUMENT REVIEW AND COMPLIANCE. GREEN EARTH agrees to comply with the Grant Agreement and its attachments in its entirety; references, if any, in this agreement to specific paragraphs of the Grant Agreement are for convenience only and are not intended to limit compliance with the Grant Agreement.
5. BUDGET. The total budget for this project is Thirty Thousand Dollars (\$30,000) which includes expenses payable to GREEN EARTH exclusively from grant funding as specified in the Grant Agreement. In addition, GREEN EARTH will contribute Thirty Thousand Dollars (\$30,000) in-kind funds. County is not obligated to pay, any fees or expenses in excess of the amount budgeted and funded for this project under the Grant Agreement. The amount may only be modified by an affirmative act of the STATE or County's Board of County Commissioners. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.
6. PAYMENT. There will be three equal payments of \$10,000 each, including expenses. The first payment will be made after completion of onsite interviews to be held within the first 60 days after execution of the contract but in no case until onsite interviews are completed. The second payment will be made upon submission of the first draft of the video to County. The third payment will be made upon final acceptance by the County of the completed video. All payments to GREEN EARTH will be exclusively from grant funding as specified in the Grant Agreement.
7. COUNTY RESPONSIBILITY. THE COUNTY will provide the information in its possession regarding the activities outlined in the grant agreement and as requested by GREEN EARTH. The information provided will be the latest information at the time

requested and it will be delivered to GREEN EARTH as soon as practical after request, in a format usable to both GREEN EARTH and COUNTY, if available. GREEN EARTH is not responsible for the accuracy nor the completeness of information provided to it by the COUNTY. COUNTY will be responsible for all necessary arrangements to convene conference calls, and in-person meetings and to provide materials for attendees at meetings. COUNTY will be responsible to inform attendees of activities associated with the development of the EECS.

8. NOTICES. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Lisa Tennyson
1100 Simonton Street
The Gato Building
Key West, Fl. 33040
305-292-4444

FOR GREEN EARTH:

John R. Poggi
Green Earth Environmental Education Foundation
3931 RCA Boulevard, Suite 3114,
Palm Beach Gardens, Florida 33410
561-627-2270

9. PERSONNEL AND LICENSES. GREEN EARTH shall assign only qualified licensed personnel to perform any service concerning the project. GREEN EARTH shall provide to the COUNTY a copy of the professional license for all supervisory personnel on the project within 30 days of approval of the agreement by the Board of County Commissioners.
10. DISPUTES. If a dispute arises between COUNTY and GREEN EARTH, they agree to seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the parties. The parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them. In the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. The parties agree that they will not submit any dispute to Arbitration.
11. AMENDMENT AND ASSIGNMENT. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this agreement, unless executed with the same formality as this document with approval of the STATE. This

agreement or duties under the Grant Agreement shall not be assignable by either party unless such assignment is first approved by the STATE.

12. INSURANCE. GREEN EARTH shall obtain and maintain the following policies :
 - A. Workers' Compensation insurance as required by the State of Florida.
 - B. Vehicle Liability Insurance in the amounts designated on attached form VL1.
 - C. General Liability Insurance in the amounts designated on attached form GL1.
 - D. Professional liability insurance in the amounts designated on attached form PRO1.
 - E. County shall be named as an additional insured with respect to GREEN EARTH's liabilities hereunder in insurance coverage identified in Paragraphs C and D.
 - F. GREEN EARTH shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured by including any subsection thereunder. The County reserves the right to require a certified copy of such policies upon request.

13. REPORTING. The Grant Agreement requires various reports, including but not limited to Monthly Progress Reports, Annual Reports, and Final Reports. GREEN EARTH shall complete reports, provide documents or information as requested by COUNTY in the manner described in the Grant Agreement for the project tasks under its control and for its benefit. GREEN EARTH recognizes that failure to comply with the reporting jeopardizes funding for the entire grant for GREEN EARTH and COUNTY. GREEN EARTH agrees to complete Monthly Reports in a timely manner and to provide the reports, documents or information documents or information to COUNTY at least 48 hours before the Monthly report is due from the COUNTY to the STATE, at least 5 calendar days before the Annual documents or information report is due from the COUNTY to the STATE, and at least 5 calendar days before the Final Report is due from the COUNTY to the STATE. Failure by GREEN EARTH to comply with the requirements of the STATE shall result in termination of the agreement and reimbursement to COUNTY by GREEN EARTH of related payments to GREEN EARTH under the grant agreement.

14. COMPLIANCE MONITORING. GREEN EARTH agrees to cooperate with the COUNTY and to participate in any compliance monitoring which may be required pursuant to the Grant Agreement. GREEN EARTH further agrees to provide to the COUNTY the documentation required by the STATE related to GREEN EARTH'S project tasks.

15. ATTESTATIONS. GREEN EARTH agrees to execute such documents as the County may reasonably require including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

16. INDEPENDENT CONTRACTOR RELATIONSHIP. GREEN EARTH is and shall be an independent contractor in the performance of all work, services, and activities under this agreement and is not an employee, agent or servant of the COUNTY. GREEN EARTH shall exercise control over the means and manner in which it and its employees perform the work and in all respects the GREEN EARTH's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as

employees or agents of the COUNTY. GREEN EARTH does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power and authority that is specifically provided for in this agreement.

17. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
18. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.
19. SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
20. SEVERABILITY. If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. COUNTY and GREEN EARTH agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
21. WAIVER OF PROVISIONS. The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this agreement have been duly authorized by all necessary corporate or governmental action, as required by law to be enforceable. Each party agrees that it has had ample opportunity to submit this agreement to legal counsel of its choice and enters into this agreement freely, voluntarily and with advice of counsel.
23. ENTIRE AGREEMENT. (a) It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.(b) Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.
24. NON-WAIVER OF IMMUNITY. COUNTY and GREEN EARTH acknowledge that nothing contained herein shall constitute a waiver by COUNTY of its sovereign immunity or

the provisions of Section 768.28, Florida Statutes. COUNTY does not agree to hold GREEN EARTH harmless. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of GREEN EARTH and the COUNTY in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage by GREEN EARTH shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

25. HOLD HARMLESS. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, GREEN EARTH shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees from and against any claims, actions or causes of action, including litigation, administrative proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, in connection with a violation of any federal law or regulation that may be asserted against the COUNTY in connection with, (A) the negligence or willful misconduct of GREEN EARTH or any of its employees, agents, contractors or other invitees, or (B) GREEN EARTH'S default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or negligent acts or omissions of the COUNTY or any of its employees. This Section will survive the expiration of the term of this agreement or any earlier termination of this agreement.
26. NO SOLICITATION/PAYMENT. The GREEN EARTH and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the GREEN EARTH agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
27. PUBLIC ACCESS. The GREEN EARTH and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GREEN EARTH and COUNTY in conjunction with this Agreement; and the GREEN EARTH shall have the right to unilaterally cancel this Agreement upon violation of this provision by COUNTY.
28. COVENANT OF NO INTEREST. GREEN EARTH and County covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.
29. MAINTENANCE OF BOOKS AND RECORDS. GREEN EARTH agrees to maintain books, records, and documents directly pertinent to performance under the Grant

Agreement and this agreement in the same manner as set out in paragraph 17 of the Grant Agreement. GREEN EARTH agrees to provide the books, records and documents to the COUNTY in order for the COUNTY to comply with the Grant Agreement.

- 30. PUBLIC ACCESS. The COUNTY and GREEN EARTH shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and GREEN EARTH in conjunction with this agreement; and the COUNTY shall have the right to unilaterally cancel this agreement upon violation of this provision by GREEN EARTH. Nothing in this section waives attorney/client or attorney work product privilege.
- 31. RIGHTS RESERVED. Rights not specifically granted to GREEN EARTH by this Agreement are reserved to the COUNTY.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 16th day

of March, 2011.



DANNY L. KOLHAGE, CLERK
By Jamelynn
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By [Signature]
Mayor/Chairman

Date: March 16, 2011

Witness for GREEN EARTH:
Mark Brown
Witness
Print Name: MARIA BROWN

For GREEN EARTH:
By John R. Pogg
Title: PRESIDENT
Print Name: JOHN R. POGG

Date: 3/1/11
Margaret Strauss
Witness
Print Name: Margaret L. Strauss

Date: 3/1/11

Date: 3/1/11

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**
Natileene W. Cassel
**NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY**
Date: 3-26-11

FILED FOR RECORD
2011 JUN -2 PM 2:25
DANNY L. KOLHAGE
CLERK

INSURANCE REQUIREMENTS

MONROE COUNTY, FLORIDA
Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: GREEN EARTH ENVIRONMENTAL EDUCATION FOUNDATION

Contract for: GRANT AGREEMENT # ARS 010

Address of Contractor: 3931 RCA BLVD.

SUITE 3114, PALM BEACH GARDENS, FL 33410

Phone: 800-627-1806

Scope of Work: CREATE EDUCATIONAL VIDEO

Reason for Waiver: WORKERS COMP - N/A AUTO - N/A

PROFESSIONAL LIABILITY - N/A

Policies Waiver

will apply to: WORKERS COMP, AUTO, PROF. LIABILITY

GENERAL LIABILITY - AS IS ON CERT.

Signature of Contractor: John R. Pogg

Approved Not Approved

Risk Management M. Smith

Date 6-2-11

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Weekes & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach FL 33445-3902		CONTACT NAME: Evelyn Ambler, AAI PHONE (AC, Ho, Ext): (561) 278-0448 FAX (AC, No): (561) 278-2391 E-MAIL ADDRESS: eambler@weekescallaway.com PRODUCER ID#: 00013469	
INSURED Green Earth Environmental Education Foundation, Inc. 3931 RCA Boulevard Suite 3114 Palm Beach Gardens FL 33410		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance NAIC # 10190 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL1132301210** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insured GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CL1132301210	3/23/2011	3/23/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

APPROVED BY RISK MANAGEMENT
 BY [Signature]
 DATE 3/23/11
 WAIVER N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Florida statute requires Ten (10) Days Notice of Cancellation for Non Payment of Premium. The Monroe County Board of County Commissioners is named as Additional Insured as required under written contract.

CERTIFICATE HOLDER The Monroe County Board of County Commiss Asst. County Attorney's Office Attn.: Natileen Cassel Monroe Country 1111 12th Street, #408 Key West, FL 33042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rose McEwen, CIC/EA <i>Rose McEwen</i>
--	---