

Agenda Item #:

Meeting Date: September 12, 2006

[X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations


Motion and Title: Staff recommends motion to approve: An Artwork Loan Agreement with Artist Susan P. Cochran for a one-year outdoor exhibition at the Palm Beach International Airport.

Summary: On May 18, 2006 the Public Art Committee (Committee) unanimously voted to accept Susan P. Cochran's proposed artwork loan of "Ant Colony", the larger than life five-piece painted bronzed sculpture. The pieces range from 7-11 feet tall and 10-25 feet long, weighing between 900 - 3000 pounds each. The Committee and Palm Beach International Airport (PBIA) approved the artwork loan for outdoor exhibition for a one-year period at PBIA on the grassy area near Park & ride (west of the retention basin). This location was deemed large enough to compliment the scale of the sculpture and its proximity to the Park & Ride makes the artwork visually accessible to the thousands of passengers who are shuttled back and forth between the airport's terminals and long term parking area. The Artist is responsible for installation and removal with oversight from Art in Public Places and PBIA staff, and for insuring the artwork during the term of the Agreement including installation and removal. Neither a building permit nor zoning approval is required for the sculpture. (FDO Admin) Countywide/District 2 (JM)

Background and Justification: The Artwork Loan Agreement was created to encourage artist and art collectors to loan artwork to Palm Beach County that complements public buildings, parks and plazas; creates a sense of place and enhances community identity and improves the design quality of public infrastructure. Loaned artworks enable the County to expand its presentation of public art in the absence of additional dedicated capital funds for artwork commissions or purchases beyond existing allocations through Bonds.

1. Artwork Loan Agreement

Recommended by: Harry Wolf 8/22/06
Department Director Date

Approved by:  9/6/01
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes_____ No_____

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

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


There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

John Smith 8-25-06
OFMB


 Contract Dev. and Control
 Done 9/1/06

This Contract complies with our contract review requirements.

B. Legal Sufficiency: 9/5/06
Assistant County Attorney

C. Other Department Review:

Artwork Loan Agreement

This Agreement is entered into on _____ by and between Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida (County) and ___ Susan P. Cochran ___ (Lender).

WHEREAS, Lender wishes to loan artwork to the County for public display; and

WHEREAS, County wishes to accept custody of Lender's artwork for public display.

Now, therefore, in accordance with the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Lender hereby agree as follows:

1. **LENDER**

Name: Susan P. Cochran

Address: 441 North Lake Way, Palm beach, FL 33480

Phone: (561) 833-5645

Fax: ()

Email: spc1099@mac.com

2. **LOAN PERIOD**

Lender acknowledges and agrees that all loaned artwork shall remain under the control of the County for the loan period.

Start Date: 9/18/06 End Date: 9/18/07

Installation Time: 2 DAYS Removal Time: 2 DAYS

Designated Location: Palm Beach International Airport – Grassy Area east of Park & Ride

<u>Title of Work</u>	<u>Artist Name</u>	<u>Medium, Dimension</u>	<u>Year Completed</u>	<u>Sale Price</u>
1) Queen Ant	Susan P. Cochran	Bronze 24' 9" long x 7' high x 19' 7" wide	2006	\$475,000
2) Ant w/ Egg	Susan P. Cochran	Bronze 10' 8" long x 33" high x 11' 6" wide	2006	\$127,000
3) Ant no Egg	Susan P. Cochran	Bronze 10' 8" long x 33" high x 11' 6" wide	2006	\$127,000
4) Ant Standing #1	Susan P. Cochran	Bronze 10' long x 6' 9" high x 6' 8" wide	2006	\$127,000
5) Ant Standing #2	Susan P. Cochran	Bronze 10' long x 6' 9" high x 6' 8" wide	2006	\$127,000

ATTACHMENT # 1

3. **INFORMATION AND MATERIALS TO BE SUBMITTED**

Prior to the execution of this Agreement by the County, Lender shall submit to County:

- A. One photograph (no larger than 8½" x 11") of each artwork. Lender shall label the back of the photograph with Lender's name, address, telephone number, email address, artist of work, title of work, medium, dimensions, year completed and sale price, if artwork is for sale. Lender agrees that the medium of the artwork represented in the submitted photograph shall be the medium of the artwork loaned to the County.
- B. Artist(s) resume(s) for artwork.
- C. Self-addressed, stamped envelope for the return of photo(s). Although the County will do its best to safeguard submitted materials, the County shall not be held responsible for the loss or damage of photos or any other materials submitted.
- D. Artwork Condition Report, attached as Exhibit A and incorporated herein.

4. **INSURANCE**

Lender shall insure the loaned artwork against any loss or damage.

Lender shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements, described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Lender is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Lender under this Agreement.

Commercial General Liability Lender shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. County may approve different coverage and limits if requested by the Lender prior to execution of the Agreement.

Business Automobile Liability Lender shall maintain or require its contractor to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Lender or its contractor does not own automobiles, Lender shall maintain or require its contractor to maintain coverage for Hired & Non-Owned Auto Liability which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis. The County may approve different coverage and limits if requested by the Lender prior to execution of the Agreement.

Worker's Compensation Insurance & Employers Liability Lender shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis

Additional Insured Lender shall endorse the County as an Additional Insured with a **CG026 Additional Insured – Designated Person or Organization endorsement** to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

Waiver of Subrogation By entering into this Agreement, Lender agrees to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Lender to enter into a pre-loss agreement to waive subrogation without an

endorsement, then Lender shall 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 which includes a condition specifically prohibiting such an endorsement or which voids coverage should Lender enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Lender shall provide the County a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Palm Beach County Facilities Development & Operations
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406
Attn: Audrey Wolf, Director

Right to Review The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements, based on insurance market conditions affecting the availability or affordability of coverage or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

5. **LIABILITY**

Lender acknowledges and agrees that County is not responsible for damage, loss or theft of artwork at any time, including installation, and that Lender assumes all risk of loaning the artwork to County. Lender further acknowledges that the consideration for this assumption of risk is the publicity provided by this program for Lender's artwork and, if applicable, the potential sale of artwork.

Lender shall protect, defend, indemnify and hold harmless the County, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action, including reasonable attorneys' fees, which may arise from any act, error or omission of the Lender, its employees, agents, subconsultants or anyone acting under their authority and control in connection with the installation, maintenance or security of the artwork or in the performance of this Agreement.

In case County shall be made a party to any litigation commenced against the Lender or by Lender against any third party, then Lender shall protect, defend and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

6. **SELECTION AND DISPLAY OF ARTWORK**

County shall have sole discretion to select and display artwork.

7. **LOCATION OF ARTWORK(S)**

County shall select the location for loaned artwork. The artwork shall remain in the location designated by County for the duration of the loan period.

8. **TRANSPORTATION OF ARTWORK**

Lender shall deliver the artwork at the beginning of the loan period to the location specified by the County. Lender shall retrieve the artwork from the location specified by the County on the date specified by the County.

9. **INSTALLATION OF ARTWORK**

County shall install all loaned artwork in County facilities in a location of the County's choosing.

Lender shall provide all two-dimensional artwork(s) to County in a frame and "ready to hang". If the artwork is sculpture, Lender shall provide County with an appropriate pedestal for display purposes and a clear cover for protection if such is deemed necessary by the County.

10. **SIGNAGE AND PUBLIC EDUCATION**

County shall provide any interpretive signage for the artwork. All education programs related to the artwork shall be coordinated through the County.

11. **CARE OF ARTWORK**

While artwork is in the custody of the County, County shall take all reasonable care to protect the artwork and shall immediately report evidence of damage, regardless of cause, to Lender.

Should the artwork become damaged while in the custody of the County, County shall not alter, restore or repair the artwork and, depending on the nature and extent of damage, may remove the artwork from its display location. Upon repair by Lender, Lender may have the artwork re-installed by County for the duration of the loan period but other artwork may not be substituted.

12. **REPRODUCTION AND CREDIT**

Subject to copyright restrictions, Lender acknowledges and agrees that County may photograph the artwork for publicity and educational purposes. Lender further acknowledges and agrees that the general public may photograph the artwork while the artwork is on display. County shall credit Lender with the loan of the artwork and credit the Artist as the creator of the artwork unless County notifies Lender of other arrangements in writing.

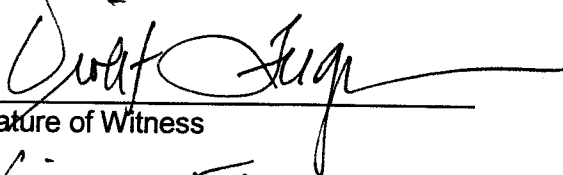
13. **SALE OF ARTWORK**

County shall notify Lender of queries received regarding artwork but Lender shall negotiate the sale of artwork directly with potential buyers. Requests to purchase artwork on display will be coordinated by the County's Art in Public Places program.

By my signature, I, Lender, am representing that:

- (1) I am fully authorized to lend to County the artwork listed in this Agreement,**
- (2) the artwork is all in good condition except where noted in the Artwork Condition Report, and**
- (3) I have read and agree to abide by the terms of this Agreement.**

LENDER:


Signature of Witness

Violet FIGUEROA
Name of Witness Printed or Typed

By:


Signature of Lender

SUSAN P. COCHRAN
Name of Lender Printed or Typed

COUNTY:

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: Anthony Wolf
Director of Facilities Dev & Ops *ES*

Exhibit A
ARTWORK CONDITION REPORT

Title of Artwork Ant Colony Medium BRONZE

Dimensions _____ H x _____ W x _____ D

Artist SUSAN P. COCHRAN

Name of Examiner _____ Examination Date _____

Number of photographs or diagrams enclosed _____

Please indicate exact location, size and severity of defect. Indicate if recent or old. Provide complete sketch or diagram.

Support ☐ Canvas ☐ Wood Panel ☐ Paper ☐ Paperboard ☐ Composition Board
 ☐ Metal ☐ Other _____

Surface Plane ☐ Free of distortions
 ☐ Localized distortions _____
 ☐ Corner distortions _____
 ☐ General undulations/warping _____
 ☐ Distortions due to storage _____
 ☐ Frail ☐ Brittle ☐ Stained _____
 ☐ Creased

Tension ☐ Tight ☐ Adequate ☐ Slack ☐ Canvas can contact cross-bars

Tears / Splits ☐ None apparent ☐ Yes _____

Loses ☐ None apparent ☐ Yes _____

Accessory Support ☐ Stretcher ☐ Other _____

Lining ☐ None ☐ Yes: ☐ Glue lined ☐ Wax Lined ☐ Other _____

Ground and Paint film	<input type="checkbox"/> Oil <input type="checkbox"/> Acrylic <input type="checkbox"/> Pencil <input type="checkbox"/> Other _____
Crackle patterns	<input type="checkbox"/> Localized only _____ <input type="checkbox"/> General brittle fracture network <input type="checkbox"/> Drying cracks <input type="checkbox"/> Bar marks <input type="checkbox"/> Raised edges
Cleavage/flaking	<input type="checkbox"/> None apparent <input type="checkbox"/> Yes _____
Losses	<input type="checkbox"/> None apparent <input type="checkbox"/> Yes _____
Other damages	<input type="checkbox"/> None apparent <input type="checkbox"/> Yes: <input checked="" type="checkbox"/> scratches <input type="checkbox"/> fingerprints <input type="checkbox"/> spots <input type="checkbox"/> stains <input type="checkbox"/> accretions <input type="checkbox"/> rubs

Surface	<input type="checkbox"/> Varnished <input type="checkbox"/> Unvarnished <input type="checkbox"/> Waxed <input type="checkbox"/> Glass/Regular <input type="checkbox"/> Glass/Non-reflective <input type="checkbox"/> Plexi
Appearance	<input type="checkbox"/> Acceptable <input type="checkbox"/> Slightly discolored <input type="checkbox"/> Disturbing <input type="checkbox"/> Other: <input type="checkbox"/> Crazed Varnish <input checked="" type="checkbox"/> Scratched <input type="checkbox"/> Blooming <input type="checkbox"/> Grime
Dirt	<input type="checkbox"/> Heavy soiling _____ <input type="checkbox"/> Visible: <input type="checkbox"/> Fingerprints <input type="checkbox"/> Other _____

Display frame	<input type="checkbox"/> Framed <input type="checkbox"/> Unframed <input type="checkbox"/> Gilt <input type="checkbox"/> Plain <input type="checkbox"/> Other _____
Backboard	<input type="checkbox"/> None <input type="checkbox"/> Board <input type="checkbox"/> Foam Core <input type="checkbox"/> Hard Board
Glazing	<input type="checkbox"/> None <input type="checkbox"/> Glass <input type="checkbox"/> Acrylic <input type="checkbox"/> Low reflecting glass
Rigidity	<input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate
Disjoints/splits	<input type="checkbox"/> None apparent <input type="checkbox"/> Yes _____
Gilding/paint loses	<input type="checkbox"/> None apparent <input type="checkbox"/> Yes _____
Hanging devices	<input type="checkbox"/> None <input type="checkbox"/> Yes _____
Other	<input type="checkbox"/> Touching glazing/plexi <input type="checkbox"/> Separated properly

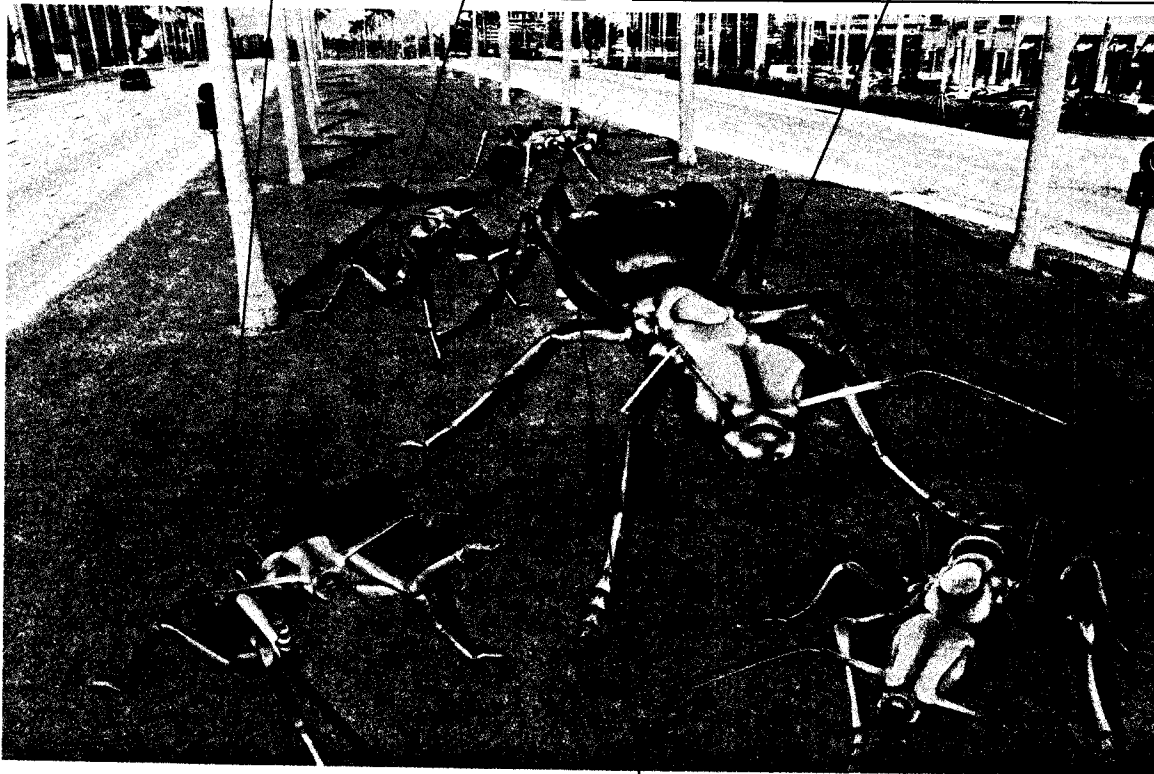
Special handling, packing and display requirements:	_____

Diagram:

(Please indicate exact location, size and severity of defect. Indicate if recent or old.)

2 "Standing Ants"
~ 7 ft. tall x 10 ft. long x 7 ft. wide
~ painted bronze, 900 lbs, \$147,000

1 "Queen Ant"
~ 7ft. tall x 25 ft. long x 20 ft. wide
~ painted bronze, 3000 lbs \$475,000



Ant Colony
Susan Cochran, Artist
441 North Lake Way
Palm Beach, FL 33480
(561) 833 – 5645
spc1099@mac.com

2 "Horizontal Ants"
~ 3 ft. tall x 11 ft. long x 12 ft. wide
~ painted bronze, 900 lbs, \$147,000

LOCATION

Open grassy area east of the PBIA's Park & Ride west of the retention basin.

LOAN PERIOD

September 2006-2007

INSTALLATION CONSIDERATIONS

Each of the five (5) ant sculptures will sit on a pre-fab concrete paver approximately 2'x2'x2' in size. The concrete "pads" are not intended as footers - they will not anchor or support the sculpture. The pavers will be set on top of the ground/grass under each ant's foot to help level the sculpture, avoid sinking into the ground when it rains, and to keep a bit of distance between the weed wacker/lawn mower and the sculpture when the area is occasionally mowed.

P.O. BOX 6
PALM BEACH, FL 33480

SUSAN P. COCHRAN

spc1099@aol.com

TEL: (561) 833-5645
FAX: (561) 833-9051

EXHIBITIONS

Hospice Art Chair Auction, Wally Findlay Galleries, Palm Beach 2003
Palm Street Art Studios 2003
International Fine Art Exposition: ArtForm 2003
Art Miami 2004
SOFA Chicago 2004
Palm Beach Five, Lighthouse Center for the Arts, Tequesta 2004
Palm Beach Three (PB3), Palm Beach County Convention Center 2005
Palm Beach International Sculpture Bienalle, Wellington 2006

COLLECTIONS

Jackson Hole, Wyoming
Bondville, Vermont
Maui, Hawaii
Santa Fe, New Mexico
Palm Beach, Florida
PERRY ELLIS INTERNATIONAL BUILDING, Miami, Florida
NEW YORK FIRE DEPARTMENT MUSEUM, New York, New York

Susan P. Cochran

American Sculptor, Susan P. Cochran, began her artistic career as a master Bead Artist in the mid 1980's. Nearly twenty years passed before Susan began creating her life-size bronze chairs and benches that captured the attention of major galleries and collectors across the country.

Most of Susan's bronze benches are made to look like clothes that are floating, empty of bodies, yet gentle and graceful, each one suggesting a story of where it has been, leaving the audience room to use their imaginations.

"T. H. Smith" the coveralls of a hard working man; "Blossom", the Hawaiian lei maker; "Friends", casual and relaxed, you can almost hear their conversation. "After the Fire", two firefighters sitting on the bumper of their fire truck, obviously exhausted. They have numbers on their helmets but who are they? Where have they been? What did they see? We are left to answer these haunting questions. This is the power to Susan's sculptures: so much is added by leaving so much out.

Susan P. Cochran, while continuing her bronze clothing series, in 2004 has begun an additional series of bench sculptures of giant insects. The first showing of this exciting new series will be unveiled at the Chicago Navy Pier in 2004, and in the Miami Convention Center in January 2005.

ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 8/1/2006
PRODUCER Kretschmer Insurance Agency, Inc P.O. Box 12519 Ft. Pierce, FL 34979-2519 (561)467-6656		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CRANEMAN, INC. 6170 WESTERN WAY LAKE NORTH, FL 33463	INSURERS AFFORDING COVERAGE INSURER A: HERMITAGE INSURANCE INSURER B: FIREMAN'S FUND INSURER C: TRAVELORS INSURER D: INSURER E:	
COVERAGES		

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HOOK RIGGERS LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER-ACC <input type="checkbox"/> LOC	HGL447856-03	08/31/05	08/31/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EAACC \$ AGG \$
EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe below SPECIAL PROVISIONS below OTHER	BINDER#2825C366	05/13/06	05/12/07	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMP. OYER \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B INLAND MARINE	MXI-97368220	08/31/05	08/31/06	LIMIT-\$200,000

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

SUSAN P. COCHRAN IS LISTED AS AN ADDITIONAL INSURED REGARDING GENERAL LIABILITY.

CERTIFICATE HOLDER SUSAN P. COCHRAN 441 NORTH LAKE WAY PALM BEACH, FL 33400 FAX-561-967-2711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>A.C. Kretschmer</i>
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ACORD 25 (2001/08)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/8/2006
PRODUCER Kretschmer Insurance Agency, Inc P.O. Box 12519 Ft. Pierce, FL 34979-2519 (561) 467-6656		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CRANEMAN, INC. 6170 WESTERN WAY LAKE WORTH, FL 33463	INSURERS AFFORDING COVERAGE INSURER A: HERMITAGE INSURANCE INSURER B: FIREMAN'S FUND INSURER C: TRAVELORS INSURER D: INSURER E:	
		NAIC#

COVERAGES

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

INSR	ADDT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ON HOOK <input checked="" type="checkbox"/> RIGGERS LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HGL447856-03	08/31/05	08/31/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	6FR13UB2825C3660	05/12/06	05/12/07	WC STATUS: <input type="checkbox"/> TOBY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B		INLAND MARINE	MXI-97368220	08/31/05	08/31/06	LIMIT-\$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PALM BEACH COUNTY FACILITY DEVELOPMENT AND OPERATION IS LISTED AS AN ADDITIONAL INSURED REGARDING GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

PALM BEACH COUNTY FACILITY DEVELOPMENT AND OPERATION 3200 BELVEDERE ROAD, BLDG 1169 WEST PALM BEACH, FL 33406 FAX-561-233-0206	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>A.E. Kretschmer</i>
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Elayna Toby Singer - "Ants"

From: Dick Cohen
To: Elayna Toby Singer
Date: 8/16/2006 10:03 AM
Subject: "Ants"

Got your 8/16 fax. New COI from Craneman plus info from Marsh on Ms Cochran's personal liability coverage are sufficient

Dick Cohen, CPCU, CIC, ARM-P
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-2335420

Masterpiece®**Personal Liability
Coverage**

This part of your Masterpiece Policy provides you with personal liability coverage for which you or a family member may be legally responsible anywhere in the world unless stated otherwise or an exclusion applies.

Payment for a Loss

Amount of coverage

The amount of coverage for liability is shown in the Coverage Summary. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages**) are in addition to the amount of coverage.

Personal Liability Coverage

We cover damages a covered person is legally obligated to pay for personal injury or property damage which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

In lieu of the definition for "occurrence" in the Introduction, the following definition of "occurrence" applies:

"Occurrence" means an accident or offense to which this insurance applies and which begins within the policy period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.

A "covered person" means:

- you or a family member;
- any other person or organization with respect to liability because of acts or omissions of you or a family member; or
- any combination of the above.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Personal injury" means the following injuries, and resulting death:

- bodily injury;
- shock, mental anguish, or mental injury;
- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

Reference Copy

06/14/04

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Florida Personal Liability Coverage

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Personal Liability Coverage



Personal Liability Coverage (continued)

"Property damage" means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

"Registered vehicle" means any motorized land vehicle not described in "unregistered vehicle".

"Unregistered vehicle" means:

- any motorized land vehicle not designed for or required to be registered for use on public roads;
- any motorized land vehicle which is in dead storage at your residence;
- any motorized land vehicle used solely on and to service a residence premises shown in the Coverage Summary; or
- golf carts.

"Employment discrimination" means a violation of applicable employment discrimination law protecting any residential staff based on his or her race, color, religion, creed, age, sex, disability, national origin or other status according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

"Employment practices crisis" means:

- an allegation of, or your discovery of, a wrongful employment act committed against any residential staff that is reasonably likely to result in a civil action against you or a family member; or
- a threat by any residential staff to disclose publicly that you or a family member committed or allegedly committed a wrongful employment act.

"Reputation management firm" means:

- a professional public relations consulting firm;
- a professional security consulting firm; or
- a professional media management consulting firm.

"Residential staff" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
 - compensated for labor or services directed by you or a family member; and
 - employed regularly to work 15 or more hours per week.
- Residential staff includes a temporary worker. Residential staff does not include an independent contractor or any covered person.

"Temporary worker" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed to work 15 or more hours per week to substitute for any residential staff on leave or to meet seasonal or short-term workload demands for 30 consecutive days or longer during a 6 month period.

Temporary worker does not include an independent contractor or any covered person.

Reference Copy

Florida Personal Liability Coverage

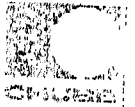
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Personal Liability Coverage



Personal Liability Coverage (continued)

"Wrongful employment act" means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by you or a family member, while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico. "Sexual harassment" as it relates solely to a wrongful employment act means unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that:

- is made a condition of employment of any residential staff;
- is used as a basis for employment decisions;
- interferes with performance of any residential staff's duties; or
- creates an intimidating, hostile, or offensive working environment.

"Wrongful termination" means:

- the actual or constructive termination of employment of any residential staff by you or a family member in violation of applicable employment law; or
- breach of duty and care when you or a family member terminates an employment relationship with any residential staff.

Defense coverages

We will defend a covered person against any suit seeking covered damages for personal injury or property damage or for covered damages under Employment practices liability, if Employment practices liability coverage is shown in the Coverage Summary. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

- As part of our investigation, defense, negotiation, or settlement we will pay:
- all premiums on appeal bonds required in any suit we defend;
 - all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
 - all expenses incurred by us;
 - all costs taxed against a covered person;
 - all interest accruing after a judgement is entered in a suit we defend on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the amount of coverage;
 - all prejudgement interest awarded against a covered person on that part of the judgement we pay or offer to pay. We will not pay any prejudgement interest based on that period of time after we make an offer to pay the amount of coverage;
 - all earnings lost by each covered person at our request, up to \$250 a day, to a total of \$10,000;
 - other reasonable expenses incurred by a covered person at our request; and
 - the cost of bail bonds required of a covered person because of a covered loss.

These Defense coverages are limited for Employment practices liability as follows:
Our duty to defend you or a family member and our obligation to pay defense expenses ends when we have exhausted the amount of coverage per occurrence for Employment practices liability shown in the Coverage Summary by paying for covered damages from any one occurrence, or exhausted the maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary by paying for covered damages, whichever occurs sooner.

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Florida Personal Liability Coverage

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TOTAL P.05

MARSH

Marsh USA Inc.
Private Client Services
44 Whippany Road
Morristown, NJ 07960
973 401 5000 Fax 973 285 1298

August 10, 2006

YOUR CONFIRMATION

Larry Bukzin
C/O Chamberlain & Steward
400 Park Avenue, 6th Fl
New York, NY 10022

This is confirmation that we have arranged with underwriters the insurance described below.
Please keep this notice as evidence of coverage.

Named Insured: Susan Phipps Cochran

Effective Date: 06/15/06

Policy Period: 1 year

Kind of Insurance: Personal Liability

Policy #: 1176401303

Insurance Company: Federal Insurance
Company

Limit: \$1,000,000

Signed: Diana Algeo Date: 08/10/06

Title: Diana Algeo, Vice President

This Confirmation is provided as a coverage summary. It is not a complete policy and is subject to all policy terms, conditions and exclusions.

CC: Palm Beach County – Facilities Development & Operations Department



Marsh & McLennan Companies

MARSH

Private Client Services
44 Whippany Road, CN 1966
Morristown, NJ 07962

Fax

To: **Elayna Toby Singer**
Date: August 10, 2006
Organization: Facilities Development &
Operations Dept -
Palm Beach County
Fax: 561-233-0206
Phone: 561-233-0200
Subject: **Susan Phipps Cochran**

From: Diana Algeo
Fax: 973-285-1298
Phone: 973-401-5323
Pages: 5

As we discussed, Larry Bukzin of Chamberlain & Steward forwarded your fax of 8/2/06 to me to address the insurance requirements of Palm Beach County for the sculptures that Ms. Cochran will be exhibiting at the Palm Beach Airport.

As Ms. Cochran's sculpting is a personal endeavor and not a business operation, she does not carry any commercial liability insurance. She does carry \$1,000,000 of personal liability coverage as evidenced in the attached confirmation of coverage.

You have requested that the County be added as an additional insured on the liability policy. However, as Ms. Cochran's coverage is for personal liability and the County does not have an insurable interest in her personal endeavors, the Insurance Company, Federal Insurance Co (one of the Chubb Group of Insurance Companies), will not name the County as an additional insured.

The personal liability section of the Chubb Masterpiece policy states "We cover damages a covered person is legally obligated to pay for personal injury or property damage which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.

It then goes on to define who is a covered person..... "A covered person means: You or a family member; Any, other person or organization with respect to liability because of acts or omissions of you or a family member; or any combination of the above"

I have attached the contract pages containing these definitions, so you may pass it on to your legal department for their review and approval that the definition of a "Covered Person" will meet the County's insurance requirements.

Please feel free to contact me for any additional information you may require. Thank you.

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Marsh & McLennan Companies