Agenda Item #: 3.M.4.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 9, 2007	[X] Consent	[] Regular
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[] Ordinance [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the Chamber of Commerce of the Palm Beaches, Inc. for the period January 9, 2007, through April 1, 2007, in an amount not-to-exceed \$15,000 for funding of the Kids K and Kids Marathon Mile program.

Summary: This funding is to help offset costs for the Kids K and Kids Marathon Mile program held on December 2, 2006, as a part of the third annual Marathon of the Palm Beaches Event held the first weekend in December of 2006. Approximately 1,500 children and youth participated in the two events. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to November 15, 2006. Funding is from the Recreation Assistance Program (RAP). District 2 (AH)

Background and Justification: The Chamber of Commerce of the Palm Beaches, Inc. hosts the annual Marathon of the Palm Beaches, which is a community event that attracts visitors from around the country and the world, showcasing the Palm Beaches. As a part of the Event, the Marathon of the Palm Beaches features the annual Kids K and Kids Marathon Mile program, which was created to help children and youth learn more about fitness and nutrition. The Palm Beach County School District helps prepare students for the two events by having them read 15 minutes per day about nutrition and fitness and walk or jog 25 miles in increments over the 3 month period prior to the race.

The total cost of the Kids K and Kids Marathon Mile program was approximately \$60,775 for Kids K medals, Kids Marathon medals, Kids T-Shirts, volunteer T-Shirts, rental costs for tents, tables and chairs, bib numbers, break tape, printing, signage and banners, police/security, barricades, communications/radios, PA systems/equipment, contract for race director and race personnel, enterprise/labor/equipment, port-o-lets, and maintenance. The \$15,000 from District 2 RAP funding will help offset a portion of the costs for this special program for children and youth. The Agreement has been executed on behalf of the Chamber of Commerce of the Palm Beaches, Inc., and now needs to be approved by the Board of County Commissioners.

Date

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

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A. Five Year Summary of	f Fiscal Impact	t:			
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	-0- 15,000 -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	<u>15,000</u>	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curre Budget Account No.:		Departme	No ent <u>583</u> Unit <u>F</u> m <u>N/A</u>	<u>R902</u>	
B. Recommended Source	es of Funds/S	ummary o	f Fiscal Impact:		
Recreation Assistan	ce Program				
District 2 360)0-583-R902-06	9-8201	\$15,000		
C. Departmental Fiscal I	Review:	ckop	elakis		· · · · · · · · · · · · · · · · · · ·
	III. RE	VIEW CO	MMENTS		
A. OFMB Fiscal and/or 0	Contract Develo	opment ar	nd Control Comr	nents:	
B. Legal Sufficiency:	12.12.06 Mg/11/10 Mg/2-12-	7 A	Contract Develo	act complies with o	/ <i>O/JS/OK</i> ntrol
anne Welgent 12 Assistant County Attorn	-19-06 ey		contract rev	view requirements.	
C. Other Department Re	view:				

REVISED 10/95

Department Director

ADM FORM 01
G:\SYINGER\RAP06-07\District 2\Chamber of Commerce of the Palm Beaches\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CHAMBER OF COMMERCE OF THE PALM BEACHES, INC. FOR THE KIDS K AND KIDS MARATHON PROGRAM

THIS AGREEMENT is made and entered into on ______, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Chamber of Commerce of the Palm Beaches, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Chamber".

WITNESSETH:

WHEREAS, Chamber is sponsoring the third annual Marathon of the Palm Beaches on December 3, 2006; and

WHEREAS, this annual Marathon of the Palm Beaches is a community event that hosts visitors from around the country and the world, showcasing the Palm Beaches; and

WHEREAS, the Marathon of the Palm Beaches is also hosting the annual Kids K and Kids Marathon Mile Event on December 2, 2006, which was created to help children and youth learn more about fitness and nutrition; and

WHEREAS, the Kids K and Marathon Mile event is being facilitated by the Palm Beach County School District, which has prepared students for the event by having them read fifteen (15) minutes per day about nutrition and fitness and walk or jog twenty five (25) miles in increments over three months prior to the race; and

WHEREAS, approximately 1,500 children and youth will participate in the Kids K and Marathon Mile event, which is located in downtown West Palm Beach on Flagler Drive and at Meyer Amphitheatre; and

WHEREAS, the total cost for the Kids K and Marathon Mile event is anticipated to be \$60,775 for Kids K Medals, Kids Marathon Medals, Kids T-Shirts, Volunteer T-Shirts, rental costs for tents, tables and chairs, bib Numbers, Break Tape, Printing, signage and banners, police/security, barricades, communications/radios, PA System/Equipment, contract for race director and race personnel, enterprise/labor/equipment, port-o-lets, and maintenance; and

WHEREAS, Chamber has requested \$15,000 from County to help offset costs for

the Kids K and Marathon Mile event; and

WHEREAS, funding for the Kids K and Marathon Mile event in an amount not to exceed \$15,000 is available from the Recreation Assistance Program (RAP) District 2; and

WHEREAS, County desires to provide funding for the Kids K and Kids Marathon Mile; and

WHEREAS, community recreational events for youth are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

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

- 1. County agrees to fund an amount not to exceed \$15,000 to Chamber for the Kids K and Kids Marathon Mile for Kids K Medals, Kids Marathon Medals, Kids T-Shirts, Volunteer T-Shirts, rental costs for tents, tables and chairs, bib Numbers, Break Tape, Printing, signage and banners, police/security, barricades, communications/radios, PA System/Equipment, contract for race director and race personnel, enterprise/labor/equipment, port-o-lets, and maintenance, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to Chamber on a reimbursement basis within forty-five (45) days of receipt of the following information:
- a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Chamber. Said information shall list each invoice paid by Chamber and shall include the vendor invoice number; invoice date; and the amount paid by Chamber along with the number and date of the respective check or proof of payment for said payment. Chamber shall attach a copy of each vendor invoice paid by Chamber along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Chamber's Program Administrator and Project Financial Officer shall

certify the total funds spent by Chamber on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Chamber and approved by Chamber as indicated.

- 3. Chamber incurred expenses for the Project beginning on November 15, 2006. Those costs incurred by Chamber for the Project, approved and submitted accordingly by Chamber subsequent to November 15, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.
- 4. RAP funds may be used as a match for other local, state, or federal grant programs, but Chamber may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.
- 5. Chamber warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Chamber agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 7. Chamber shall be responsible for all costs of operation and maintenance of the Project.
- 8. The term of this Agreement shall be until April 1, 2007, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Chamber is in default of its obligations under this Agreement, the County shall provide Chamber thirty (30) days written notice to cure the default. In the event Chamber fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Chamber for the Project deemed to be in default and Chamber shall return any County RAP funds already collected by Chamber for that Project.
- 10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice

to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

- 11. Chamber shall complete the Project by December 31, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 15, 2006 and December 31, 2006. Chamber shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before April 1, 2007. Upon written notification to County at least ninety (90) days prior to that date Chamber may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Chamber's request for said extension.
- 12. In the event Chamber ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Chamber. The determination that Chamber has ceased or suspended the Project shall be made by County and Chamber agrees to be bound by County's determination.
- 13. Chamber agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Chamber. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.
- 14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".
- 15. It is understood and agreed that Chamber is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or

employees, Chamber shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Chamber, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

16. Chamber shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Chamber are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Chamber under this Agreement.

Commercial General Liability. Chamber shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Chamber shall provide this coverage on a primary basis.

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

Additional Insured. Chamber shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Chamber shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Chamber hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Chamber shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Chamber enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Chamber shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

- 17. Upon request by County, Chamber shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. Chamber shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Chamber,

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

19. The County and Chamber may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Chamber certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, Florida 33461

As to Chamber:

President Chamber of Commerce of the Palm Beaches, Inc. 401 North Flagler Drive West Palm Beach, Fl 33401

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

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

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Addie L. Greene, Chairperson
Sondia Pullena John C. Bolo	CHAMBER OF COMMERCE OF THE PALM BEACHES, INC. FEI Number: 59-0504407 By: DENUIS GRADY Name (Type or Print) Title: TRESIDENT Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Janua Julian Dennis Eshleman, Director Parks and Recreation Department

Recreation Assistance Program (RAP)

Exhibit	"A" to Agreement	
Name of Agency: Chamber of Co Mailing Address: 401 North Flag	ommerce of the Palm Beaches, I ler Drive	nc.
Federal Employer Identification N	umber: 59-0504407	
Name of President: Name of Executive Director: Project Liaison Information: Name: Telephone #: Fax #:	J. Russell Greene Dennis Grady Iva Grady 561-833-3711, ext. 225 561-833-5582 igrady@palmbeaches.org	
e-mail: PRO	JECT INFORMATION	
Project Description General (Project Sc.)		
in Palm Beach County and address the pro Location: Downtown West Palm Be Anticipated Number	I to help our children learn more about fitnids Read and Run Marathon Mile by having in increments over three months prior to the aches during the Kids Marathon Mile on Signite finish line recognizing their accompliance. Run Marathon Mile will enhance the health oblem of obesity in our youth. Each, Flagler Drive & Meyor of Participants/Users: 1,500	ess and nutrition. The Palm Beach ag students read a minimum of 15 he race. The final 1.2 miles will be aturday, December 2, 2006. All shment. th, education and fitness of our your year Amphitheatre
such as capital outlay, co	ticipated broad categories of Experimental services, personnel code "Other Miscellaneous Project eitem budget/ amounts. Police Barricades Communications/Radios PA System/Equipment Dave McGillivray Sports Enterprise/Labor/Equipment Port-o-lets Maintenance	osts, operational expenses". <u>Do</u>
4. Estimated Lump Sum Tota	al for Project: \$ 60,775	
requested) and anticipated	e of first invoice for which reimb d End date (date which project www.15, 2006 to December	vill be completed : 18, 2006 عمر اق
Project/Program reimbursement Board of County Commissioners at this time. After the Agreement submitted, all invoices and chect frame AND Categories for Project order to be eligible for RAP reimb	after the RAP Agreement is a b. Do not submit reimbursement is approved, and the reimburse ks must be dated within the state to the submit the state of the submit the state to the submit the sub	approved by the t documentation ement request is ated project time
6. Required Attachments: Certificate of Insurance	x	
Amount of Recreation Assistance	e Program Funding awarded	\$ 15,000 District 2 (filled in by County)

T-781 P.001/001 F-185

Form available online by request. Contact Susan Yinger at svinger@pbcqov.com

NOV--70-2006 11:56AM FROM-CHAMBER OF COMMERCE OF THE PALM BEACHES +8335582



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee	· .		Project Name:	
ubmission #:			Reimbursement Period:	
		•		
em		Key	Project Costs This Submission	Cumulative Project Costs
ontractual Serv	ices	(C)		
alary & Wages	(% of salaries)	(S)		
laterials, Suppli	es, Direct Purchases	(M)	· .	
quipment		(E)		· .
ravel		(T) .		
direct Costs		(1)		
	TOTAL PROJECT COST	ΓS		
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases		
expenses were	nereby certify that the above incurred for the work identifies hed in the attached progre	fied as	been maintained as requir	tify that the documentation has red to support the project and is available for audit upon
dministrator	Date		Financial Officer	Date

	PBC USE ONLY			
County Funding Participation	\$			
Total Project Costs To Date:	\$	·	-	
County Obligation To Date	\$			
County Retainage (%)	\$		• • • • • • • • • • • • • • • • • • •	
County Funds Previously Disburse	ed \$		-	
County Funds Due this Billing	\$			
Reviewed and Approved By:				
	PBC Project Administrator	•	Date	•
-	Department Director		Date	



<u>Key Legend</u> **C** = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

PALM BEACH COUNTY	
PARKS AND RECREATION DEPARTMENT	٠.
CONTRACTUAL SERVICES PURCHASE SCHEDULE	:

EXHIBIT B

	1 = Indirect Co			j		Date			
	Grantee:					Project l	Name:		
	Submittal #:					Contrac	t Reimbursem	nent Period:	
			Check or V	oucher		Invoice			
	Payee (Vendor/Contractor)	Key	Number	Date	Nur	nber	Date	Amount	Expense Description
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	Certification: I hereby certify that the puraccomplishing this project.	rchases n	oted above were	used in	Certification documents request.	n: I hereby ation have b	certify that bid een maintaind	d tabulations, executed cor ed as required to support th	ntract, cancelled checks, and other purchasing he costs reported above and are available for audit upo
	Administrator	•	Date			F	inancial Officer		Date

Key Legend

C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

	***************************************		Check or	voucner	Invoic	je			
#	Payee (Vendor/Contractor)	Key	Number	Date	, Number	Date	Amount	Expense Description	
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	Certification: I hereby certify that the	purchases r	noted above were	e used in	Certification: I h	nereby certify the	at bid tabulations, o	executed contract, cancelled checks, and other as required to support the costs reported above	
	accomplishing this project.				and are availabl			as required to support the costs reported above	
					and are available	io ioi addit apoi			
	Administrator		Date			Financial Officer		Date	
	Autilitisuatoi		Date						

C	ERTIFICATE OF INSURANCE		10/23/2006
PRODUCER American Specialty Insurance & Risk Services, Ir I42 North Main Street	ic.	THIS CERTIFICATE IS ISSUED AS A MATTER ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AME	CERTIFICATE END, EXTEND, OR
Roanoke, Indiana 46783		ALTER THE COVERAGE AFFORDED BY THE I	POLICY BELOW.
INSURED		INSURERS AFFORDING COVERAGE	.
ISA Track & Field, Inc.		INS. A: Philadelphia Indemnity Insurance	Company
RCA Dome, Suite 140	•	INS. B:	
ndianapolis, IN 46225-0120		INS. C:	
CHAMBER OF COMMERCE OF THE PALM BEAC 01 NORTH FLAGLER DRIVE VEST PALM BEACH, FL 33401			
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O1 NORTH FLAGLER DRIVE FEST PALM BEACH, FL 33401 COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED, NOT WITHSTANDING ANY REQUIF	NSURANCE LISTED BELOW HAVE BEEN IS REMENT, TERM OR CONDITION OF ANY CO AIN, THE INSURANCE AFFORDED BY THE	SUED TO THE INSURED NAMED ABOVE FOR THI DNTRACT OR OTHER DOCUMENT WITH RESPECT POLICIES DESCRIBED HEREIN IS SUBJECT TO	T TO WHICH TH

L	LIR	IYPE	POLICY NUMBER	EFFECTIVE	EXPIRATION	LIMITS	
-						General Aggregate	1,000,000
1		GL	PHPK195710	11/01/2006	11/01/2007	Products-Completed Operations Aggregate	1,000,000
١	Α	:				Personal and Advertising Injury	1,000,000
1	'			12:01 a.m.	12:01 a.m.	Each Occurrence	1,000,000
1						Damage to Premises Rented to You (Any One Premises)	100,000
				* .		Medical Expense Limit (Any One Person)	Excluded
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- The Certificateholder is only an Additional Insured with respect to liability caused by the negligent acts or omissions of the Named Insured, but only with respect to MARATHON OF THE PALM BEACHES from December 01, 2006 through December 03, 2006.
- Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

CERTIFICATE HOLDER CANCELLATION

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES & AGENTS 2700 6TH AVENUE NORTH LAKE WORTH, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David a xamie

Cento Caronatatila 10/43/4000 4:30 PAGE 414 nigntrax): Sandra Pullens COMPANY: Chamber of Commerce DATE (MINIDD/YY) ACORD 06/01/2006 PRODUCER 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. Serial # 612664 AON RISK SERVICES OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE 1100 MIAMI, FL 33131 **COMPANIES AFFORDING COVERAGE** (305) 372-9950 COMPANY ZURICH AMERICAN INSURANCE COMPANY INSURED COMPANY Oasis Outsourcing, Inc Holdings., Alt Emp.: COMPANY Chamber Of Commerce Of The Palm Beaches 4400 N Congress Ave., Suite 250 West Palm Beach, FI 33407-3288 COMPANY D 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. CO LTR TYPE OF INSURANCE LIMITS **POLICY NUMBER** GENERAL LIABILITY GENERAL AGGREGATE COMMERCIAL GENERAL LIABILITY PRODUCTS - COMPIOP AGG \$ CLAMS MADE ____ OCCUR PERSONAL & ADV INJURY OWNER'S & CONTRACTOR'S PROT EACH OCCURRENCE FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) 5 **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS HIRED AUTOS BODILY INJURY (Per assident) NON-OWNED AUTOS PROPERTY DAMAGE GARAGE LIABILITY AUTO ONLY - EA ACCIDENT 8 ANY AUTO OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE S **EXCESS LIABILITY** EACH OCCURRENCE UMBRELLA FORM AGGREGATE OTHER THAN UMBRELLA FORM s X WC STATU-WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY WC 29-38-687-04 06/01/06 06/01/07 1000000 EL EACH ACCIDENT PROPRIEION 1000000 XINCL EL DISEASE - POLICY LIMIT \$ PARTNERS/EXECUTIVE EL DISEASE - EA EMPLOYEE 5 1000000 EXC OTHER DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
ONLY THOSE EMPLOYEES LEASED TO BUT NOT SUBCONTRACTORS OF: CHAMBER OF COMMERCE OF THE PALM BEACHES

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF INDEPENDENT INSURANCE AGENC

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