

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 6, 2007

☒ Consent
☐ Ordinance

☐ Regular
☐ 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:

- ^{River}
- A) Agreement with Loxahatchee^{River} Historical Society, Inc. for the period November 6, 2007, through November 1, 2008, in an amount not-to-exceed \$75,000 for development of the historic Tindall Homestead;
 - B) A Budget Transfer of \$75,000 in the Transportation Improvement Fund from Reserve for District 1 to the County Transportation Trust Fund;
 - C) A Budget Transfer of \$75,000 in the Transportation Trust Fund increasing the annual transfer from the Transportation Improvement Fund and decreasing the annual transfer from the General Fund;
 - D) A Budget Transfer of \$75,000 in the General Fund decreasing the annual transfer to the County Transportation Trust Fund and increasing the annual transfer to the Park Improvement Fund; and
 - E) A Budget Amendment of \$75,000 in the Park Improvement Fund increasing the annual transfer from the General Fund and increasing the appropriation to the District 1 Recreation Assistance Program (RAP).

Summary: This funding is to assist with costs for development of the 1892 George Washington Tindall house as an interior/exterior historic exhibit on the Jupiter Lighthouse & Museum grounds. The Tindall House is owned and will be operated by the Loxahatchee River Historical Society, Inc. When complete, this historic homestead is anticipated to be visited by approximately 42,000 visitors annually. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to October 1, 2007. The budget transfers and budget amendment increase the gas tax support and decrease the ad valorem support of the County Transportation Trust Fund, thereby allowing for the allocation of the available ad valorem support to the District 1 Recreation Assistance Program (RAP). At the November 21, 2006, Board meeting, the flexibility of up to \$200,000 in transfers was approved for this purpose. This project uses the available balance in transfers for District 1 Funds. District 1 (AH)

Background and Justification: Loxahatchee River Historical Society, Inc. (LHRS) is a not-for-profit organization that collects, preserves, interprets, and promotes the Loxahatchee River region of the State of Florida and the history of Florida, and operates the Jupiter Inlet Lighthouse & Museum and Dubois Pioneer House. LHRS plans to develop the historic Tindall House as an exhibit at the Jupiter Inlet Lighthouse & Museum property. Project elements will feature a replica front porch, breezeway, and pioneer kitchen constructed as additions to the restored house; brick pathways, front steps and handicap access ramp; fencing, irrigation, native landscaping, and a bell tower for the century-old Pennock Plantation bell. The Tindall House will provide school children, residents, and visitors to the Jupiter Lighthouse & Museum with the rare opportunity to explore an authentic turn-of-the-century river homestead.

The total cost of the Tindall House development project is estimated to be approximately \$150,000 for contractual services (planning and design, brick walkways, wheelchair ramp, fencing, building construction for kitchen, porch/entrance steps, and bell tower); materials (landscape plants, irrigation supplies, signage); personnel costs (irrigation, landscape installation and project oversight); and other miscellaneous expenses relating to Tindall House development. The \$75,000 from the Recreation Assistance Program will offset half of the project cost. The Agreement has been executed on behalf of Loxahatchee River Historical Society, Inc., and now needs to be approved by the Board of County Commissioners.

The completion term of the project as specified in the Motion and Title above is November 1, 2008. The compliance term of the Agreement is until November 6, 2017, since this funding is for a capital project.

Attachments:

- 1. Agreement
- 2. Budget Transfers (3)
- 3. Budget Amendment
- 4. Commissioner Authorization

Recommended by: _____

Department Director

Date

Approved by: _____

Assistant County Administrator

Date

10/16/07

10/29/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>75,000</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>75,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Department _____ Unit _____

Object _____ Program N/A

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

Transportation Improvement Fund/Reserve for District 1 (3500-368-9111-9907)

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Sam D. L. 10-24-07
OFMB
10/24/07
10/19/07

Sam D. L. 10-26-07
Contract Development and Control
10/26/07

B. Legal Sufficiency:

Anne Delgent 10/29/07
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LOXAHATCHEE RIVER
HISTORICAL SOCIETY, INC. FOR DEVELOPMENT OF THE HISTORIC TINDALL
HOMESTEAD**

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 Loxahatchee River Historical Society, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "LRHS".

W I T N E S S E T H:

WHEREAS, LRHS is a not-for-profit organization that collects, preserves, interprets, and promotes the Loxahatchee River region of the State of Florida and the history of Florida, and operates the Jupiter Inlet Lighthouse Museum and Dubois Pioneer House; and

WHEREAS, LRHS plans to develop the 1892 George Washington Tindall House as an interior/exterior historic exhibit on the Jupiter Inlet Lighthouse grounds; and

WHEREAS, project elements will feature a replica front porch, breezeway and pioneer kitchen constructed as additions to the restored house, brick pathways, front steps and a handicap access ramp, fencing, irrigation, native landscaping, and a bell tower for the century-old Pennock Plantation bell; and

WHEREAS, The Tindall House will provide touring school children, residents, and visitors to the Lighthouse & Museum with the rare opportunity to explore an authentic turn-of-the-century river homestead; and

WHEREAS, approximately 42,000 visitors are anticipated to view the Tindall House annually; and

WHEREAS, the total cost of Tindall House development is estimated to be approximately \$150,000 for contractual services (planning/design, brick walkways/wheelchair ramp, fencing, building construction for kitchen, porch/entrance steps, and bell tower); materials (landscape plants, irrigation supplies, signage); personnel costs (irrigation/landscape installation and project oversight); and other miscellaneous expenses relating to Tindall House development; and

WHEREAS, LRHS has requested \$75,000 from County to offset costs for the Tindall House development project; and

WHEREAS, County desires to provide funding for costs for the Tindall House development project; and

WHEREAS, funding to assist LRHS with the Tindall House development project in an amount not-to-exceed \$75,000 is available from the Recreation Assistance Program (RAP) - District 1; and

WHEREAS, cultural and recreational facilities 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 \$75,000 to LRHS for Tindall House development to include contractual services (planning/design, brick walkways/wheelchair ramp, fencing, building construction for kitchen, porch/entrance steps, and bell tower); materials (landscape plants, irrigation supplies, signage); personnel costs (irrigation/landscape installation and project oversight); and other miscellaneous expenses relating to Tindall House development, 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 LRHS 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 LRHS. Said information shall list each invoice paid by LRHS and shall include the vendor invoice number; invoice date; and the amount paid by LRHS along with the number and date of the respective check and/or proof of payment for said payment. LRHS shall attach a copy of each vendor invoice paid by LRHS along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, LRHS' Program Administrator and Project Financial Officer shall certify the total funds spent by LRHS on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by LRHS and approved by LRHS as indicated.

3. LRHS incurred expenses for the Project beginning on October 1, 2007. Those costs incurred by LRHS for the Project approved and submitted accordingly by LRHS subsequent to October 1, 2007, 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 LRHS 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. LRHS warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. LRHS 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. LRHS shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be for ten (10) years, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event LRHS is in default of its obligations under this Agreement, the County shall provide LRHS thirty (30) days written notice to cure the default. In the event LRHS 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 LRHS for the Project deemed to be in default and LRHS shall return any County RAP funds already collected by LRHS 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. LRHS shall complete the Project by August 1, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2007, through August 1, 2008. LRHS shall provide its final reimbursement request(s),

including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 1, 2008. Upon written notification to County at least ninety (90) days prior to that date LRHS may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny LRHS' request for said extension.

12. In the event LRHS 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 LRHS. The determination that LRHS has ceased or suspended the Project shall be made by County and LRHS agrees to be bound by County's determination.

13. LRHS 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 LRHS. 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 LRHS 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, LRHS 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 LRHS, 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 LRHS is eligible to receive reimbursement from the County.

16. LRHS 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. LRHS shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review of acceptance of insurance maintained by LRHS are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LRHS under the Agreement.

Commercial General Liability. LRHS 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. LRHS shall provide this coverage on a primary basis.

Property Insurance. LRHS shall agree to maintain (1) Property insurance written on a replacement cost basis in an amount not less than 100% of the replacement cost of the building(s) and contents, including Betterments and Improvements made by or on behalf of LRHS, located on the Premises. Coverage shall be written on a replacement cost basis and include an endorsement for Ordinance & Law coverage; (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the actual cash value of the building(s) and contents, including Betterments and Improvements made by or on behalf of LRHS, located on the Premises; or the maximum amount available from the National Flood Insurance Program, whichever is less.

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, LRHS shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

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

17. Upon request by County, LRHS shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. LRHS 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 LRHS,

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

19. The County and LRHS 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, LRHS 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, either 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 LRHS:

President
Loxahatchee River Historical Society, Inc.
500 Captain Armour's Way
Jupiter, FL 33469

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 HEREOF, 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 _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:
Susan W. Vinger

LOXAHATCHEE RIVER HISTORICAL
SOCIETY, INC.
FEI Number: 23 7448343

Veronica Kinnett

By: Roger J. Buckwalter
Name (Type or Print)

Title: Chairman, Board of Directors

By: Roger Buckwalter

Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Dennis Eshleman
Dennis Eshleman, Director
Parks and Recreation Department

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

Name of Agency: **Loxahatchee River Historical Society**
Mailing Address: **500 Captain Amour's Way, Jupiter, FL 33469**

Federal Employer Identification Number: 23-7448343

Name of President: Roger Buckwalter
Name of Executive Director: Jamie Stuve
Project Liaison Information:

Name: Jamie Stuve
Telephone #: 561-747-8380 ext. 102
Fax #: 561-575-3292
e-mail: jstuve@lrhs.org

PROJECT INFORMATION

1. Name of Project: **Development of Historic Tindall Homestead**

2. Project Description

General (Project Scope): The 1892 George Washington Tindall House will be presented as an interior / exterior historic exhibit on the Jupiter Inlet Lighthouse grounds. A replica front porch, breezeway and pioneer kitchen will be constructed as additions to the restored house. Brick pathways, front steps and a handicap access ramp will provide public access to the site. New fencing, irrigation and native landscaping will be installed around the exhibit, which will also include a bell tower for the century-old Pennock Plantation Bell.

Public Purpose: Touring school children, residents and visitors to the Lighthouse & Museum will have the rare opportunity to explore an authentic turn-of-the-century river homestead, complete with native vegetation and horticulture. This educational exhibit highlights a crucial developmental era in Palm Beach County history.

- Location:
Jupiter Inlet Lighthouse & Museum, 500 Captain Amour's Way,
Jupiter, FL 33469
- Anticipated Number of Participants/Users: 42,000+ annually

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

- Contractual services: planning/design, brick walkways/wheelchair ramp, fencing, building construction for kitchen, porch/entrance steps, bell tower
- Materials: landscape plants, irrigation supplies, signage
- Personnel: irrigation/landscape installation, project oversight
- *Other Miscellaneous Expenses*

4. Estimated Lump Sum Total for Project: \$150,000

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 10-01-07 to 8-1-08 Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance Worker's Comp & Liability

Amount of Recreation Assistance Program Funding awarded: \$ 75,000
District 1
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com
Note to County Staff: Funding is derived from Gas Tax Transfers



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

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

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator _____ Date _____

Financial Officer _____ Date _____

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date

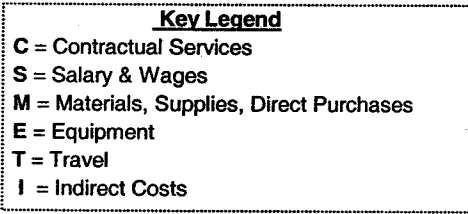


EXHIBIT B

Date _____

Submittal #: _____

Contract Reimbursement Period: _____

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Date _____

Financial Officer

Date _____

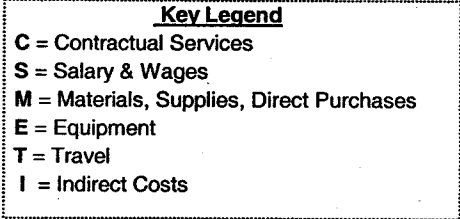


EXHIBIT B
(cont'd.)

Page 3 of

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID#

DATE (MM/DD/YYYY)

LOXAR-1

09/18/07

PRODUCER

Geo. V. Bullen & Son FL, INC.
351 S. US Highway 1, Suite 106
Jupiter FL 33477
Phone: 561-743-9600 Fax: 561-743-9107

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

Loxhatchee River Historical
Jamie Struve
500 Captain Armour's Way
Jupiter FL 33469

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: AMERICAN EMPIRE SURPLUS

INSURER B: Lloyds of London

INSURER C: Citizens Property Insurance Co.

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

INSURANCE	ACORD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6CQ24613	06/22/07	06/22/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 50,000
		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 EA AGG \$ AUTO ONLY. AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		PROPERTY	KIL1599/QL1544	06/22/07	06/22/08	tindall h 100000
C		wind	482116	09/22/06	09/22/07	contents 10000

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

PALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS ARE LISTED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY

CERTIFICATE HOLDER

PALM BEACH COUNTY PARKS & REC
SHARON POMPEY
2700 6TH AVENUE SOUTH
LAKE WORTH FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

30 DAYS WRITTEN

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 ISSUER, ITS AGENTS OR

REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lori Chan

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

TheZenith

COMPANY ZENITH INSURANCE COMPANY
NCCI COMPANY NO. - 13145

POLICY NUMBER
Z069025701

1. INSURED AND MAILING ADDRESS
LOXAHATCHEE RIVER HISTORICAL SOCIETY, INC.
500 CAPTAIN ARMOUR'S WAY
JUPITER, FL 33469

PRIOR POLICY NUMBER
New Business
Entity Non-Profit
Organization
FEIN 23-7448343
Board File No.
Group
Reference

PHYSICAL ADDRESS
500 CAPTAIN ARMOUR'S WAY
JUPITER, FL 33469

OTHER WORKPLACES NOT SHOWN ABOVE: See Extension of Information Page.

2. The policy period is from : 04/01/07 12:01 a.m. to 04/01/08 12:01 a.m. standard time at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.
The limits of our Liability under Part Two are:
- | | | | |
|---------------------------|----|---------|---------------|
| Bodily Injury by Accident | \$ | 100,000 | Each Accident |
| Bodily Injury by Disease | \$ | 100,000 | Each Employee |
| Bodily Injury by Disease | \$ | 500,000 | Policy Limit |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except states listed in item 3A and North Dakota, Ohio, Washington, West Virginia, Wyoming
- D. This policy includes these endorsements and schedules: See Extension of Information Page.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plan. All information required below is subject to verification and change by audit. See Extension of Information Page.

Total Estimated Premium	\$	1,741
Deposit Premium	\$	
Minimum Premium	\$681	
Interim Adjustment of Premium Shall Be Made		
Interim Payment of Premium Shall Be Made		

ANNUALLY
MONTHLY PAYROLL REPORTING

For Policy Information Call:
PRODUCER
PAYCHEX AGENCY, INC.
WC OPERATIONS
150 SAWGRASS DRIVE
ROCHESTER, NY 14620-4648
(877) 266-6850 024-091770A 100

Countersigned by: _____
Date: _____ Authorized Representative

SERVICING OFFICE
P.O. Box 9055, Van Nuys, CA 91409, Ph: (800) 333-6445

WC-00-00-01A

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE



ITEM 4 SCHEDULE OF PREMIUM

NAME AND ADDRESS OF INSURED
LOXAHATCHEE RIVER HISTORICAL SOCIETY, INC.
500 CAPTAIN ARMOUR'S WAY
JUPITER, FL 33469

POLICY NUMBER
Z069025701

STATE COVERAGE

State Code	From	Thru	Class	Description	Emps	Payroll	Manual Rate	Manual Premium
FL	04/01/07	04/01/08	8810-0	Clerical Office Employees N.O.C.	4	156,553	0.48	751
FL	04/01/07	04/01/08	9015-0	Buildings-Operation By Owner Or Lessee.	1	3,998	6.41	256
FL	04/01/07	04/01/08	9101-0	College: All Other Employees	2	9,154	5.28	483

PREMIUM CALCULATION DETAILS

Code No.	Premium Adjustments	Limits/Amount	Perc	Premium
04/01/07 to 04/01/08				
0900 9740	State Manual Premium	100,000/100,000/500,000		1,490
	Employers Liability Limits			0
	Expense Constant			200
	Foreign Terrorism	169,705		51
Sub Total				1,741
TOTAL ESTIMATED PREMIUM				1,741

2008 _____

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 100507-1347

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/05/07	REMAINING BALANCE
<u>TRANSFERS-COUNTY TRANS TRUST</u>								
3500-821-8006-9026	Tr To Co Trans Trust Fd 1201	2,000,000	2,027,500	75,000	0	2,102,500	0	2,102,500
<u>RESERVE FOR DISTRICT 1</u>								
3500-368-9111-9907	Res-Future Construction	973,569	805,864	<u>0</u>	<u>75,000</u>	730,864		
				75,000	75,000			
(Loxahatchee Historical Society, Inc/Tindall Homestead Development – RAP)								

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 11/06/07

Engineering & Public Works

R. D. Ward10/9/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

2008 _____

Page 1 of 1

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGRV 100507-113

FUND County Transportation Trust

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/05/07	REMAINING BALANCE
COUNTY TRANS TRUST								
1201-800-8006-8162 Tr Fr Transport Imp Fd 3500		2,000,000	2,027,500	75,000	0	2,102,500	0	2,102,500
COUNTY TRANS TRUST								
1201-800-8006-8000 Tr Fr General Fund Fd 0001		9,924,198	9,896,698	<u>0</u>	<u>75,000</u>	9,821,698		
				75,000	75,000			
(Loxahatchee Historical Society/Tindall Homestead Development – RAP)								

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 11/06/07

Engineering & Public Works

R. D. Ward10/5/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

08-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 583 100507*1345

FUND 0001 - GENERAL FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/05/07	REMAINING BALANCE
<u>Transfers</u>								
0001-820-9100-9184	Tr To Park Imprv Fd 3600	1,100,000	1,127,500	75,000	0	1,202,500		1,202,500
0001-820-9100-9026	Tr To Co Trans Trust Fd 1201	9,924,198	9,896,698	0	75,000	9,821,698		9,821,698
	TOTAL			75,000	75,000			

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 10-16-07

By Board of County Commissioners
At Meeting of
November 6, 2007
Deputy Clerk to the Court

08-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

BGRV 583 100507*112
BGEX 583 100507*1344

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 10/05/07	REMAINING BALANCE
REVENUES								
3600-800-8000-8000	Tr Fr General Fund Fd 0001	1,100,000	1,127,500	75,000	0	1,202,500		1,202,500
TOTAL RECEIPTS & BALANCES		15,440,494	15,467,994	75,000	0	15,542,994		
APPROPRIATIONS								
3600-583-R911-8201	Contributions-Non-Govts Agncs	0	0	75,000	0	75,000		75,000
TOTAL APPROPRIATIONS & EXPENDITURES		15,440,494	15,467,994	75,000		15,542,994		

Signatures

Date

By Board of County Commissioners

At Meeting of

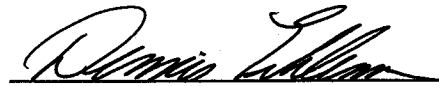
November 6, 2007

Deputy Clerk to the Court

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 10-16-07

From: Cindy DeFilippo
To: Susan Yinger
CC: Patricia Weaver
Date: 9/24/2007 11:25 AM
Subject: Recreation Assistance Funds - District 1

Commissioner Marcus would like to fund improvements to the Tyndall House owned and operated by the Loxahatchee River Historical Society. Please consider this authorization to transfer \$75,000 from the District 1 Discretionary Funds to the District 1 RAP account to fund those improvements.

Cindy DeFilippo
Administrative Assistant to
Commissioner Karen T. Marcus