



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X  
 Budget Account No: Fund 0001 Dept 580 Unit 5110 Object 4902  
 Program \_\_\_\_\_

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

<p><u>Shirley White 6.30.08</u>                  OFMB <u>6/30/08</u>                  CW <u>6/26/08</u></p>	<p><u>Ann J. Jacobson 7/1/08</u>                  Contract Development and Control                  E. Jones 7/1/08</p>
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**B. Legal Sufficiency:** 9/3/08  
James Butler for Howard Tabern  
 Assistant County Attorney

**This amendment complies with  
 our review requirements.**

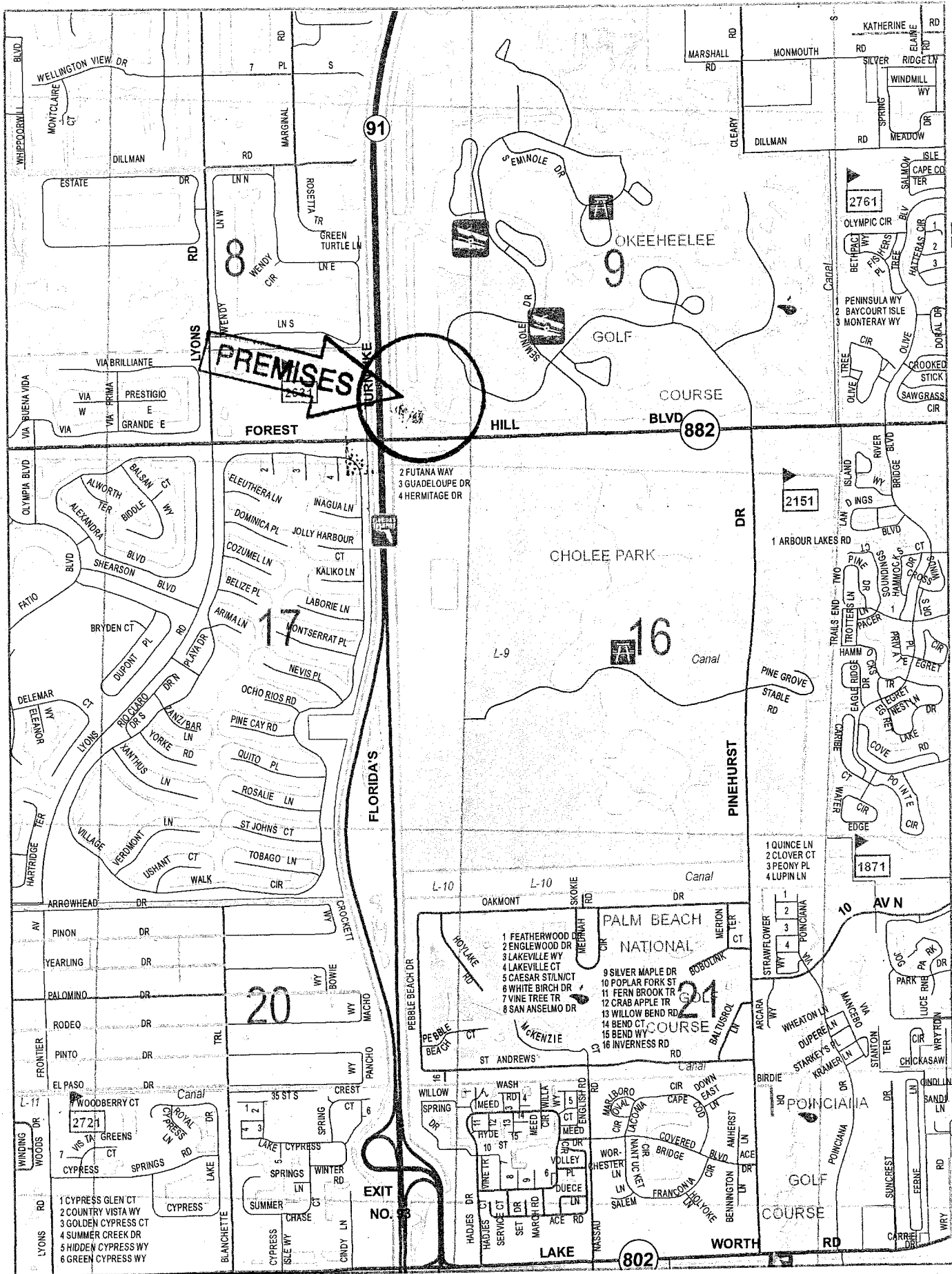
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**Background and Justification, continued:**

The Okeehelée BMX Parents Council, Inc. has requested an extension of their Lease Agreement to continue to operate the BMX facility, which it has successfully operated and maintained since 1990, by providing a public recreational activity that the County may not otherwise be able to offer. Their 18 (eighteen) years of exceptional service to the public and outstanding reputation within the BMX community speaks to their ability to provide a consistently strong, well-run, well received program. Public satisfaction with the Parents Councils unparalleled ability to strengthen and develop the sport of moto-cross within the County is evidenced by the ever increasing number of new riders and returning member riders from 3 years old to 60 years old. In 2008, BMX will be an Olympic Event and the Okeehelée BMX Track is proud to have riders that are qualifying to participate in the event. For these reasons the Parks and Recreation Department has requested consideration of a sole source lease with the Okeehelée BMX Parents Council, Inc. In light of the substantial improvements to the leased property made by the Okeehelée BMX Parents Council, Inc., and their continued operation of the facility for the benefit of the public at no cost to the County, staff recommends Board approval of this First Amendment.



T44

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T44

ATTACHMENT # 1

LOCATION MAP

Handwritten signature or initials.

RESOLUTION NO. 200\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A FIVE YEAR EXTENSION OF THE LEASE OF CERTAIN REAL PROPERTY TO OKEEHEELEE BMX PARENTS COUNCIL, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Okeeheelee BMX Parents Council, Inc., a not for profit corporation authorized to do business in the State of Florida ("Tenant"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County extend the lease of certain real property owned by Palm Beach County and leased to Tenant by lease dated July 21, 1998 (R 98-1015D) (the "Lease") for use by Tenant for public recreational purposes as a bicycle moto-cross track, which Lease expires July 20, 2008;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use, and such real property is not needed for County purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Lease Real Property**

The Board of County Commissioners of Palm Beach County shall lease to Okeeheelee BMX Parents Council, Inc., pursuant to the First Amendment to the Lease attached hereto and incorporated herein by reference, for a term of five (5) years, together with the right to renew for two (2) periods of five (5) years each, and an annual rental of One Dollar (\$1.00), the real property identified in such First Amendment to the Lease for the use identified above.

**Section 3. Conflict with Federal or State Law or County Charter.**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date.**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

COMMISSIONER ADDIE L. GREENE, CHAIRPERSON  
COMMISSIONER JOHN F. KOONS, VICE CHAIR  
COMMISSIONER KAREN T. MARCUS  
COMMISSIONER ROBERT J. KANJIAN  
COMMISSIONER MARY MCCARTY  
COMMISSIONER BURT AARONSON  
COMMISSIONER JESS R. SANTAMARIA

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By \_\_\_\_\_  
Assistant County Attorney

By RCH \_\_\_\_\_  
Department Director

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
PALM BEACH COUNTY  
AND  
OKEEHEELEE BMX PARENTS COUNCIL, INC.**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the "First Amendment") is made and entered into \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and **OKEEHEELEE BMX PARENTS COUNCIL, INC.**, a Florida not for profit corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into a five (5) year Lease Agreement dated July 21, 1998 (R98 1015D) (the "Lease"), with the option to renew for one additional period of five (5) years, wherein Tenant leased from County certain lands identified therein as the Premises; and

**WHEREAS**, on May 7, 2003, Tenant exercised its option to renew the Lease through July 20, 2008; and

**WHEREAS**, the parties wish to amend the Lease to extend the term of the Lease and provide for two additional renewal periods; and

**NOW, THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Lease, as amended.
2. The Term of this Lease is extended for a period of five (5) years commencing upon July 21, 2008, unless sooner terminated pursuant to the provisions of this Lease.
3. County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of Rent under this Lease, the right and option to renew the Term of this Lease for two (2) successive periods of five (5) years each under the same terms and conditions of this Lease, with the first of the two (2) successive five (5) year renewal periods commencing upon the expiration of the five (5) year extension of the Term of this Lease as set forth in Paragraph 2 above.

4. Article I is hereby amended to add Section 1.04, Termination Rights, as follows:

**Section 1.04 Termination Rights.**

Tenant and County shall each have the right to terminate this Lease for any reason during the Term or any renewal thereof upon thirty (30) days prior written notice to the other party.

5. Article VII, Insurance and Indemnity, is deleted in its entirety and replaced with the following:

**ARTICLE VII  
INSURANCE**

Unless otherwise specified in this Lease, Tenant shall agree, at its sole expense, to maintain in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant shall agree the requirements contained herein as well as County=s review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify the liabilities and obligations assumed under this Lease.

**Section 7.01 Commercial General Liability.**

Tenant shall agree to maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; Medical Payments (when available) with a limit not less than \$5,000. Tenant agrees this coverage shall be provided on a primary basis.

**Section 7.02 Workers= Compensation & Employers Liability.**

Tenant shall agree to maintain Workers= Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall agree this coverage shall be provided on a primary basis.

**Section 7.03 Property Insurance.**

Tenant shall agree to maintain property insurance in an amount not less than 100% of the total replacement cost of the building, betterments and improvements, including those made by or on behalf of Tenant as well as Tenant=s contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 25% of the property insurance limit. A named storm exclusion is allowed. Tenant shall agree these coverages shall be provided on a primary basis.

**Section 7.04 Additional Insured Endorsement.**

Tenant shall agree to endorse the County as an Additional Insured on each liability insurance policy required to be maintained by Tenant, except for Worker=s Compensation. The CG 2011 Additional Insured - Managers or Lessors of Premises or



CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. Tenant shall agree the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read APalm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Property & Real Estate Management Division, Attention: Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

**Section 7.05 Loss Payee Endorsement.**

Tenant shall agree to endorse the County as a Loss Payee on the Property Insurance policies. Tenant shall agree the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read APalm Beach County Board of County Commissioners, c/o Property & Real Estate Management Division, Attention: Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

**Section 7.06 Certificate of Insurance.**

Tenant shall agree to provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the life of this Lease, Tenant shall agree to furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall agree to pay as Additional Rent, upon demand of County, all premiums and expenses incurred by County.

**Section 7.07 Waiver of Subrogation.**

The Tenant shall agree by way of entering this Lease in writing to a Waiver of Subrogation for each required policy providing coverage during the life of this Lease. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, then Tenant shall agree to notify its 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 prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

**Section 7.08 Premiums and Proceeds.**

Tenant shall agree not to keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any, condition, provision, limitation, of the property insurance policies. Tenant shall agree to be responsible for all premiums, including increases, for property insurance policies. Tenant shall agree all property insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the building, betterments and improvements, including those made by or on behalf of Tenant, so to ensure a replacement cost settlement or avoid policy cancellation.

**Section 7.09 Deductibles, Coinsurance, & Self-Insured Retention.**

Tenant shall agree to be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

**Section 7.10 Right to Review or Adjust Insurance.**

Tenant shall agree, notwithstanding the foregoing, the County's Risk Management Department, reserves the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action, and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

**Section 7.11 No Representation of Coverage Adequacy.**

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant shall agree in no way shall such requirements be relied upon when assessing the extent or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

**Section 7.12 Insurance for Special Events and Outside Persons/Groups**

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall agree to require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01, with limits of liability not less than \$1,000,000. The County and Tenant shall be required to be named as Additional Insured, as described in Section 7.04. Tenant shall agree to obtain and, when requested by the County, furnish copies of certificates of insurance evidencing coverage for the special event or outside person/group.

6. Article XI, Annual Budgetary Funding/Cancellation, is modified to delete the last sentence.
7. Article XIII, Section 13.02(a) is modified to change the address as follows:

If to the County at:

Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

8. Article XIV, Indemnification, is hereby added as follows:

**ARTICLE XIV  
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, any subtenant and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

9. Except as set forth herein, the Lease as amended remains unmodified and in full force and effect, and County and Tenant hereby ratify, confirm, and adopt the Lease as amended hereby.
10. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

**REMAINDER OF PAGE INTENTIONALLY REMAINS BLANK**

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

ATTEST:

COUNTY:  
PALM BEACH COUNTY, a  
political subdivision of the State of Florida

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

Ret Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

TENANT:  
OKEEHOLEE BMX PARENTS COUNCIL,  
INC., a Florida not for profit corporation

WITNESSES:

[Signature]  
Witness Signature

By: Robyn Brow  
Robyn Brow, President

Damian Figueredo  
Print Witness Name

John F. Wildner  
Witness Signature

JOHN WILDER  
Print Witness Name

**CERTIFICATE OF INSURANCE**

05/09/2008

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783	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 POLICY BELOW.
<b>INSURED</b> National Bicycle League, Inc. 3958 Brown Park Drive Suite D Hilliard, OH 43026  OKEEHEELEE BMX 719 SOUTH CLEARY ROAD WEST PALM BEACH, FL 33413	<b>INSURERS AFFORDING COVERAGE</b> INS. A: Philadelphia Indemnity Insurance Company INS. B: INS. C:
CERT NUMBER: 1000629546	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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 CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	PHPK281922	01/01/2008 12:01 a.m.	01/01/2009 12:01 a.m.	General Aggregate	3,000,000
					Products-Completed Operations Aggregate	3,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	100,000
					Medical Expense Limit (Any One Person)	Excluded
A	UMB	PHUB101922	01/01/2008 12:01 a.m.	01/01/2009 12:01 a.m.	General Aggregate	5,000,000
					Products-Completed Operations Aggregate	5,000,000
					Each Occurrence	5,000,000

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

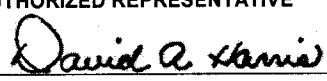
- The coverage Damage to Premises Rented to You of \$100,000 also includes Fire Legal Liability
- The Umbrella policy contains a Self-Insured Retention of \$10,000.
- The Certificateholder is only an Additional Insured with respect to liability caused from the negligent acts or omissions of the Named Insured, but only with respect to losses resulting from NBL-sanctioned competitions/practices and other operations conducted by NBL.

**CERTIFICATE HOLDER**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS  
 C/O PROPERTY AND RELEASE ESTATE MANAGEMENT DIVISION  
 2633 VISTA PARKWAY  
 WEST PALM BEACH, FL 33411

**CANCELLATION**

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**  


# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DS  
NATBICY

DATE (MM/DD/YYYY)  
05/08/08

**PRODUCER**  
**ESIX**  
 Brown & Brown Ins. of Georgia  
 3483 Satellite Blvd, Suite 100  
 Duluth GA 30396  
 Phone: 770-512-5000 Fax: 770-512-5050

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**  
  
 National Bicycle League  
 3958 Brown Park Drive, Suite D  
 Hilliard OH 43026

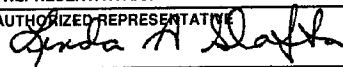
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Ace American Insurance Comp.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**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.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Accident	PTPN01303843	01/01/08	01/01/09	Med Exp. \$10,000 Deduct \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate Holder includes: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, It's Officers, employees and agents c/o Property and Release Estate Management Division - regarding Track: Okeehlee BMX

CERTIFICATE HOLDER	CANCELLATION
PALBE01  Palm Beach County Board of County Commissioners Director 2633 Vista Parkway West Palm Beach FL 33411	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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 



POST OFFICE BOX 211652  
 ROYAL PALM BEACH, FL 33411  
 561-642-6774 \* FAX: 561-784-4691  
 www.okeeheeleeBMX.com

CERTIFICATE

The undersigned, the duly authorized representative of Okeeheelee BMX Parents Council, Inc., a Florida Not-For-Profit Corporation, does hereby certify that Robyn Brow, President, is authorized to execute on behalf of Okeeheelee BMX Parents Council, Inc. that certain Lease Agreement between Okeeheelee BMX Parents Council, Inc. and Palm Beach County for the property known as the BMX facility at Okeeheelee Park.

*Robyn Brow*

*Lynn Bailey*

*Carole Dean*

*Dan Conner*

*Paula Dun*

*Nicole Munsley*

*Rob Chevitta*

*Stacey Hare*

*Darci F Davis*

*Jan Lewis*

*J. Soltes*

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 06/18/2008

REQUESTED BY: Nicholas Lambiase, Jr., CPM, Property Specialist, PREM

SENT TO: Parks & Recreation Department

PROJECT NAME: Okecheelee BMX First Amendment

IS ITEM INCLUDED IN CURRENT BUDGET: YES  NO


BUDGET ACCOUNT NO:

FUND 0001 DEPT: 580 UNIT: 511a OBJ: 4902 PROGRAM: \_\_\_\_\_

FIVE YEAR SUMMARY OF FISCAL IMPACT

FISCAL YEARS	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS (rent)	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>

PROPOSED BCC MEETING DATE: July 8, 2008

BAS APPROVED BY:  DATE: 6-19-08

G:\PROPERTY MGMT SECTION\IN LEASE\PARKS - OKEE BMX\FIRST AMENDMENT\BAS.DOC

**ATTACHMENT # 4**