

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009

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: Agreement with Palms West Chamber of Commerce, Inc. for the period July 7, 2009, through March 31, 2010, in an amount not-to-exceed \$46,000 for construction of a new facility.

**Summary:** This funding is to help offset construction costs for the new Palms West Chamber of Commerce facility at the Chamber's existing location at 13901 Southern Boulevard in Loxahatchee Groves. This facility is anticipated to serve approximately 1,000 people annually. Funding was previously approved for renovation of the Chamber's existing building (R2005-1241, R2006-1466); however, this funding agreement has now lapsed. The Palms West Chamber of Commerce decided to construct a new building rather than to renovate the existing building, and has requested that the County reinstate the previously approved funding to help offset costs for the construction of the new building. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

**Background and Justification:** Palms West Chamber of Commerce, Inc. is a not-for-profit leadership organization that serves the west central Palm Beach County area by advocating for healthy business environments and providing outstanding member services, benefits, and information, thereby enhancing the quality of life in the community. The previous Agreement for the Chamber of Commerce in the amount of \$46,000 to renovate the existing Chamber of Commerce facility was allowed to lapse by the Chamber of Commerce because they decided to build a new 3,900 square foot facility instead of renovating the existing facility.

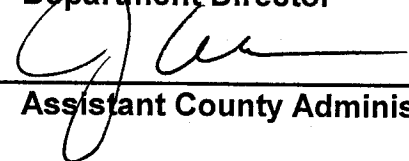
The new facility will continue to provide a home base for the Palms West Chamber of Commerce and palms West Community Foundation, and will also provide a gathering place for membership organizations, civic groups, local clubs and organizations, and local government meetings.

The new building is anticipated to cost approximately \$771,000 for contractor costs, site work and preparation, pavilion costs, roofing, electrical, and other miscellaneous expenses. The \$46,000 from District 6 RAP funding will help offset a portion of these costs. The Agreement has been executed by Palms West Chamber of Commerce, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:   
Department Director

6/12/09  
Date

Approved by:   
Assistant County Administrator

6/30/09  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALMS WEST CHAMBER  
OF COMMERCE, INC. FOR CONSTRUCTION OF A NEW CHAMBER OF  
COMMERCE FACILITY**

**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 Palms West Chamber of Commerce, 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 a not-for profit leadership organization that serves West Central Palm Beach County by advocating for healthy business environments and providing outstanding member services, benefits and information, thereby enhancing the quality of life in the community; and

**WHEREAS**, Chamber is building a new approximately 3,900 square foot facility at its existing location at 13901 Southern Boulevard in Loxahatchee Groves to replace its current Chamber facility; and

**WHEREAS**, the new Chamber facility will continue to provide a home base for the Palms West Chamber of Commerce and Palms West Community Foundation, and will also provide a gathering place for membership organizations, civic groups, local clubs and organizations, and local government meetings; and

**WHEREAS**, the new Chamber facility is anticipated to serve approximately one thousand (1,000) people annually; and

**WHEREAS**, construction of the new Chamber facility is anticipated to cost approximately \$771,000 for contractor costs, site work and preparation, pavilion costs, roofing, electrical, and other miscellaneous expenses associated with its construction; and

**WHEREAS**, County previously approved funding in an amount not-to-exceed \$46,000 (R2005-1241, as amended) to renovate the existing Chamber building; and

**WHEREAS**, the Chamber did not use the previously approved funding because it decided to construct a new building rather than renovate the existing building; and

**WHEREAS**, the existing Agreement R2005-1241, as amended, has now lapsed;  
and

**WHEREAS**, the Chamber has requested that the \$46,000 previously allocated for Chamber building renovation be reallocated to construction of the new Chamber facility;  
and

**WHEREAS**, funding for Chamber for the construction of a new Chamber facility in an amount not-to-exceed \$46,000 is available from the Recreation Assistance Program (RAP) - District 6; and

**WHEREAS**, facilities that are made available for the use of the community serve a public benefit; 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 \$46,000 to Chamber for construction of a new Chamber facility to include contractor costs, site work and preparation, pavilion costs, roofing, electrical, and other miscellaneous expenses associated with its construction, 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 and/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 January 1, 2009. Those costs incurred by Chamber for the Project, approved and submitted accordingly by Chamber subsequent to January 1, 2009, 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 race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression and that non-Chamber members can use the executive conference room of the facility upon the same terms and conditions as members.

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

8. The term of this Agreement shall be until March 31, 2019, 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, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2009, through December 31, 2009. 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 March 31, 2010. 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 the 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, judgements, and/or causes of action of any type arising out of or relating to any intentional or negligent 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 apply 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. Chamber 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 coverage. The requirements contained herein, as well as County's review of 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.

**Builder's Risk and Property Insurance.** Chamber agrees to maintain property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on Chamber's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. Chamber shall agree to be fully responsible for any deductible or self-insured retention.

**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 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 Manger.

**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, either written or oral, relating to this Agreement. The 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:

Executive Director  
Palms Wet Chamber of Commerce, Inc.  
13901 Southern Boulevard  
Loxahatchee, FI 33470

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 and**  
**Comptroller**

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

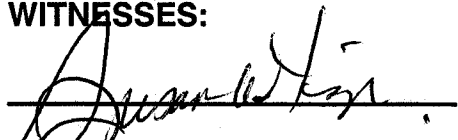
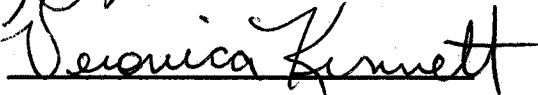
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner John F. Koons, Chairman

**WITNESSES:**

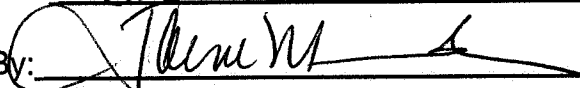
**PALMS WEST CHAMBER OF COMMERCE,**  
**INC.**

FEI Number: 592372417

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Veronica Kennett

By: Jaeene Miranda  
Name (Type or Print)

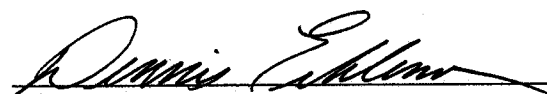
Title: CEO

By:   
Signature

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: \_\_\_\_\_  
County Attorney

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

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

Name of Agency: Palms West Chamber of Commerce, Inc.  
Mailing Address: 13901 Southern Boulevard, Loxahatchee, FL 33470  
Federal Employer Identification Number: 592372417  
Name of President: John Spillane  
Name of Executive Director: Jaene Miranda  
Project Liaison Information:  
Name: Susan Giddings, O'Dell Land Development Consultants  
Telephone #: 561-753-7296  
Fax #: 561-753-6428  
e-mail: sgiddings@odell-inc.com

Purpose/Mission of Agency:  
The Palms West Chamber of Commerce is a leadership organization that passionately serves West Central Palm Beach County by advocating for healthy business environment, providing outstanding member services, benefits and information, thereby enhancing the quality of life in the community.

**PROJECT INFORMATION**

1. Name of Project: Chamber of Commerce Construction Costs
2. Project Description
  - General (Project Scope): To build a new approx. 3,900 sq.ft. building to replace the current Chamber structure
  - Public Purpose: To continue to provide a home base for the Palms West Chamber of Commerce and the Palms West Community Foundation; and, to provide a gathering place for membership organizations, civic groups and local government meetings.
  - Location and Date: 13901 Southern Boulevard, Loxahatchee Groves, FL 33470. Construction currently projected for completion no later than 12/31/09
  - Anticipated Number of Participants/Users: The Palms West Chamber Building will be open for use by all of its membership, local clubs & organizations, and the Town of Loxahatchee Groves. Due to the addition of the new Community Conference Room and the Executive Conference room, we are expecting to an increase in foot traffic through the building – which can be expected to be as high as 1,000 individuals monthly.
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.  
Underground Utilities = \$43,000  
Landscaping = \$80,000  
Soft Costs (i.e. Permitting, Design, Engineering) = \$60,000  
Site Work = \$130,000  
Building Cost = \$458,000
4. Estimated Lump Sum Total for Project: \$771,000
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). 01/01/09 to 12/31/09

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 Attachment:  
Certificate of Insurance   X    
Amount of Recreation Assistance Program Funding awarded \$ 46,000

District 26  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)



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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

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



**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**

Grantee: \_\_\_\_\_

Submittal #: \_\_\_\_\_

\_\_\_\_\_  
 Date

Project Name: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

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.

\_\_\_\_\_  
 Administrator Date

\_\_\_\_\_  
 Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2008

PRODUCER (561)278-0448 FAX (561)278-2391  
**Weekes & Callaway, Inc.**  
 3945 West Atlantic Avenue  
 Delray Beach, FL 33445-3902  
 Tonya Morrison

INSURED **Palms West Chamber of Commerce**  
 P.O. Box 1062  
 Loxahatchee, FL 33470-1062

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	<b>Penn-America Insurance Co.</b>	32859
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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC6750238	09/07/2008	09/07/2009	EACH OCCURRENCE \$ <b>1,000,000</b>
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>				
					MED EXP (Any one person) \$ <b>5,000</b>
					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
					GENERAL AGGREGATE \$ <b>2,000,000</b>
					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<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 checked="" type="checkbox"/> NON-OWNED AUTOS	PAC6750238	09/07/2008	09/07/2009	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
					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 AUTO ONLY: EA ACC \$
					AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  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				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Palm Beach County BOCC is added as Additional Insured on the General Liability policy as required by written contract. Florida Statute allows 45 days notice of cancellation for non-renewal and 10 days notice for non-payment of premium. Pacific Insurance Company provides 20 days notice of cancellation for change in coverage. The company does not allow 30 days notice of cancellation to be added to the policy.**

### CERTIFICATE HOLDER

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

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
**Rose McEwen, CIC/KDILLO** *Rose McEwen*