# Agenda Item #3.M.2.

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

J	February 23, 2010  Parks and Recreation	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
_	Parks and Recreation Departm	nent	
-			
Submitted For	: Parks and Recreation Departn	<u>ient</u>	
	I. EXECUT	IVE BRIEF	
	le: Staff recommends motion to Assistance Program (RAP) funding		executed original Agreement
the perio	ent with Martin Luther King, Jr. Coo od January 5, 2010, through Januar ip skills workshops.		
(RAP) Agreeme	elegation of authority for execution ent was approved by the Board o s. <u>District 7</u> (AH)		
four District 7 R awarded by for Board also dele	nd Policy Issues: On August 18, AP projects allocated by Commissimer Commissioner Addie Greene gated authority to the County Admithe amounts stated. This is one of	ioner Taylor that replac which were not viable inistrator or his designe	ed two allocations previously projects. At that time, the to execute Agreements for
The project add provide for prop	dressed in this item is fully executed per recording and budgeting.	d and is now being sub	mitted for receive and file to
Attachment: F	Fully executed Agreement		
Recommende		i sa u	1/29/10
	Department Director		Date /
Approved by:	Hu	-	2/12/10
, ,	Assistant County Ad	ministrator	Date

# **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of	Fiscal Impact	:			
Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	5,000 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	5,000	-0-	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
Is Item Included in Curren Budget Account No.:	t Budget? Ye Fund <u>3600</u> Object <u>8201</u>	Department 5		<u>17</u>	
B. Recommended Source	es of Funds/Su	ummary of Fis	scal Impact:		
FUND: Park Improve UNIT: RAP/Transpor			_		
Contributions-Non-G	ovts Agencies	3600-5	583-R91 <b>7-</b> 046	-8201	\$5,000
C. Departmental Fiscal R	eview:	ckopelas	kis		
	III. RE	VIEW COMME	ENTS		
A. OFMB Fiscal and/or C	ontract Develo	opment and C	ontrol Comm	ents:	
DFMB  B. Legal Sufficiency:	10 ph/11	Co	ntract Develop	ecolor ament and con	<del>) [] (</del> trol
Assistant County Attorned C. Other Department Rev	<sup>2</sup> / <sub>IZ</sub> /IO ey riew:				
Department Director					

# AGREEMENT BETWEEN PALM BEACH COUNTY AND MARTIN LUTHER KING, JR. COORDINATING COMMITTEE OF WEST PALM BEACH, INC. FOR LEADERSHIP SKILLS WORKSHOPS

THIS AGREEMENT is made and entered into on January 5, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Martin Luther King, Jr. Coordinating Committee of West Palm Beach, Inc., a Florida not-for-profit corporation, hereinafter referred to as "MLKCC".

#### WITNESSETH:

WHEREAS, MLKCC is a not-for-profit organization whose mission is to provide cultural activities to honor Dr. Martin Luther King, Jr. and to enable people to reflect on his life and his teachings through education, performances, exhibitions, and events; and

WHEREAS, MLKCC offers Leadership Skills Workshops to provide artistic, cultural, and educational opportunities for youth; and

WHEREAS, the Leadership Skills Workshops includes activities for students including artistic, music, essay, oratorical, and cultural performances that lead to developing leadership skills "Programs"; and

WHEREAS, the annual budget for the Programs is approximately \$16,000 for contractual services, travel/lodging, rental/marketing, and other miscellaneous expenses; and

WHEREAS, MLKCC has requested that County provide \$5,000 to assist in the cost of expenses for said Programs; and

WHEREAS, funding for the Programs in an amount not to exceed \$5,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, educational and cultural programs for youth 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 \$5,000 to MLKCC to help offset costs for Leadership Skills Workshop for contractual services, travel/lodging, rental/marketing, and other miscellaneous expenses, as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

- 2. County will use its best efforts to provide said funds to MLKCC 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 MLKCC. Said information shall list each invoice paid by MLKCC and shall include the vendor invoice number; invoice date; and the amount paid by MLKCC along with the number and date of the respective check or proof of payment for said payment. MLKCC shall attach a copy of each vendor invoice paid by MLKCC along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, MLKCC's Program Administrator and Project Financial Officer shall certify the total funds spent by MLKCC on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by MLKCC and approved by MLKCC as indicated.
- 3. MLKCC incurred expenses for the Project beginning on October 31, 2009. Those costs incurred by MLKCC for the Project, approved and submitted accordingly by MLKCC subsequent to October 31, 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 MLKCC 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. MLKCC warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. MLKCC 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, sexual orientation, gender identity or expression.
- 7. MLKCC shall be responsible for the operation and maintenance of the Project, including all associated costs.

- 8. The term of this Agreement shall be until January 31, 2011, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event MLKCC is in default of its obligations under this Agreement, the County shall provide MLKCC thirty (30) days written notice to cure the default. In the event MLKCC 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 MLKCC for the Project deemed to be in default and MLKCC shall return any County RAP funds already collected by MLKCC 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. MLKCC shall complete the Project by October 31, 2010, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 31, 2009, through October 31, 2010. MLKCC shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 31, 2011. Upon written notification to County at least ninety (90) days prior to that date MLKCC may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny MLKCC's request for said extension.
- 12. In the event MLKCC 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 MLKCC. The determination that MLKCC has ceased or suspended the Project shall be made by County and MLKCC agrees to be bound by County's determination.
- 13. MLKCC 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 MLKCC. 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 MLKCC 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, MLKCC 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 MLKCC, 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 this Agreement for which MLKCC is eligible to receive reimbursement from the County.

16. MLKCC 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. MLKCC 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 and acceptance of insurance maintained by MLKCC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MLKCC under this Agreement.

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

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

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

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

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, MLKCC 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, MLKCC shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. MLKCC 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 MLKCC, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and MLKCC 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, MLKCC certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.
- 22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

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

As to MLKCC:

President

Martin Luther King Coordinating Committee of West Palm Beach, Inc.

1444 8<sup>th</sup> Street

County Attorney

West Palm Beach, FL 33401

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

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

WITNESSES: Louie Kelly Heresa Laurence	PALM BEACH COUNTY, FLORIDA, ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS  By:  Robert Weisman, Designed Chair
WITNESSES: British James 1	MARTIN LUTHER KING COORDINATING COMMITTEE OF WEST PALM BEACH, INC FEI Number: 65-0002152  By: Edith C. Bush Name (Type or Print)  Ex. Director  Title Esith C. Bush Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Anne Select	APPROVED AS TO TERMS AND CONDITIONS By:

Dennis L. Eshleman, Director Parks and Recreation Department

7

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

Name of Agency: Martin Luther King, Jr. Coordinating Committee of West

Palm Beach, Inc.

Address: 1444 8th Street, West Palm Beach, FL 33401

Federal Employer Identification Number: 65-0002152

Name of President: Edith Bush

Name of Executive Director: Edith Bush

Project Liaison Information: Name: Edith Bush

Telephone #: 561-832-4682

Fax #:561-655-8397

e-mail: ebush10339@aol.com

#### **PROJECT INFORMATION**

- 1. Name of Project: Leadership Skills Workshops for artistic, cultural, and educational enrichment opportunities
- 2. Project Description
  - General (Project Scope): Provide activities for students that lead to developing leadership skills. Activities include artistic, music, essay, oratorical and cultural performances.
  - Public Purpose: Events will include speakers from the civil rights era. The community will have a broader sense of race relations and how to improve relationships. Events will promote respect, cooperation, and understanding by the audience and participants.
  - Location: Various churches, parks, public buildings, Palm Beach County Convention Center
  - Anticipated Number of Participants/Users: 600
- 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". <u>Do not include expenditure line item budget/ amounts.</u>

Contractual Services, travel/lodging, rental/marketing, other miscellaneous expenses

- 4. Estimated Lump Sum Total for Project: \$\_16,000\_
- 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). \_\_10-31-09\_ to \_\_10-31-10\_\_

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	_X

Amount of Recreation Assistance Program Funding awarded

\$ 5,000 District 7 (filled in by County)

Form available online by request. Contact Susan Yinger at <a href="mailto:syinger@pbcgov.com">syinger@pbcgov.com</a>



### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

## CONTRACT PAYMENT REQUEST

Date

Grantee:	<del></del>	Project Name:		
Submission #:		Reimbursement Period:		
em .	Key	Project Costs This Submission	Cumulative Project Costs	
Contractual Services	(C)			
Salary & Wages (% of salaries)	(S)			
laterials, Supplies, Direct Purchases	(M)	· · · · · · · · · · · · · · · · · · ·		
quipment	(E)			
ravel	(T) <sub>.</sub>			
ndirect Costs	·(1)			
TOTAL PROJECT COST	2			<i>y</i>
Key Legend  C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases			
Certification: I hereby certify that the above expenses were incurred for the work identificating accomplished in the attached progres eports.	ad ac	Certification: I hereby cer been maintained as required above request.	ed to support the project	
dministrator Date	<u> </u>	Financial Officer	Date	
		PBC USE ONLY		
County Funding Participation		\$		•
Total Project Costs To Date:		\$		
County Obligation To Date		\$ 		
. County Retainage ( %)		\$		
County Funds Previously Disbur	sed	\$		
County Funds Due this Billing		\$		
Reviewed and Approved By:				•
	PBC Pro	ject Administrator	Date	
	Departm	ent Director	Date	
G:\SYINGER\FORMS\3 Pg ~ Exhibit B vie				

#### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

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	CORTO	Key Lege C = Contractual Services S = Salary & Wages M = Materials, Supplies, E = Equipment T = Travel I = Indirect Costs			PALM BEACH KS AND RECREAT CTUAL SERVICES	ION DEPARTME			EXHIBIT B
		1 - mairect costs			Da	te	_		
	Gr	antee:			Proje	ect Name:			
	Cu								
	St	ıbmittal #:		<del></del>	Cont	tract Reimbursem	nent Period:		
			Check or Vo	ucher	Invo	pice			
#	Payee (Vendor/Contractor)	Key	Number	Date	Number	Date	Amount	Expense	Description
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	Administrator		Date				,	Date	<u> </u>

#### តោពពt

#### LUTHER KING JR. MARTIN COORDINATING COMMITTEE

# **Beeck**, 174, 3/34441-345

AND RELEASE

m. 19, 33462-3712

PLO, Box 3531

PM: (864) 41%, 4682

Page 466(1) (155-935);

EBITH C. BUCH EXPECUTIVE DIRECTOR

PRESIDENT

CEMEVA ERCORS

February 9, 2010

'Susan Yinger ATTN:

TQ:

Department of Parks and Recreation

2700 6th Avenue South Lake Worth, FL 33461

RE:

Compensat onCoverage

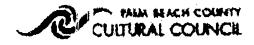
The State of Florida does not require a certificate of evidencing Workers Compensation Insurance for our agency.

We are an all-volunteer egency and do not transport or provide transportation.

Sincerely,

Eaith C. Bush

Edith C. Bush Director





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). ,	Martin Luther Kin Committee of W.P. C/o Edith Bush	ng, Jr. Coord.	INSURER A:	Auto-Owners Insu Starr Indomnity		18988
"	P.O. Box 3721 W. Palm Beach Fo	33402-3721	INSURER C	<u> </u>		
COVE		and the second	INSURER E;			<del>-  </del>
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	GENERAL LIABILITY	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYY	E POLICY EXPIRATION Y) DATE (MM/OD/YYYY	LIMI	TO.
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	SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per person)	\$
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	GARAGE LIABILITY				30. 3	5
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WORK	RETENTION S				5	
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OTHER						
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Specific Spe	-4-9	County Commissions	BEMENT/SPECIAL PROVIS	03/07/10	Per Occ	2000000 1000000
			CANCELLATION			
,	Palm Beach County Bo County Commissioners C/O Park Recreation 2700 6th Ave South		NOTICE TO THE CE IMPOSE NO OBLIGA REPRESENTATIVES	RTIFICATE HOLDER NA NTION OR LIABILITY OF	POLICIES BE CANCELLED BEFO ILL ENDEAVOR TO MAIL 10 MEO TO THE LEFT, BUT FAILUF ANY KIND UPON THE INSURER,	DAYS WRITTE
	Lake Worth FL 33461		AUTHORIZED REPRE	SENTATIVE Relieu		