

Agenda Item #3.M.2.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 21, 2010

☒ 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 Friends of Daggerwing Nature Center, Inc. defining their role in management, operation, and use of the Daggerwing Nature Center; effective upon execution.

Summary: The Daggerwing Nature Center (Nature Center) is operated by the Board of County Commissioners. The Friends of Daggerwing Nature Center, Inc. (Corporation) is a private not-for-profit corporation whose purpose is to support and enhance the Nature Center and provide visitors and the surrounding community with educational and programmatic resources that will result in a recreation experience and a deeper understanding of Florida's eco-system. The Agreement outlines the Corporation's role in the management, operation and use of the Nature Center. The Agreement shall automatically renew annually unless terminated by either party upon 60 days written notice to the other party. District 5 (AH)

Background and Justification: On May 4, 2010, Friends of Daggerwing Nature Center, Inc. established themselves as a not-for-profit corporation in the State of Florida. The Corporation was established to support and enhance the Nature Center, and accepts monetary donations, personal property and tangible objects for the enhancement and beautification of the Nature Center. The approval of this Agreement defines the Corporation's role in overseeing and maintaining the everyday operations of a Nature Center gift shop. The Agreement requires the County provide the Corporation access to office equipment and meeting space for Corporate-related purposes and allows the Corporation to organize special events at the Nature Center, with prior written approval of the Nature Center Manager. The Agreement also provides for the Corporation to maintain ownership of all inventory at the Nature Center gift shop upon termination of the Agreement, although all permanent and temporary structures remain County property. By entering into this Agreement, the County can focus on the programming, management, and operation of the Nature Center as a whole.

Attachment: Agreement

Recommended by: _____


Department Director

11/29/10
Date

Approved by: _____


Assistant County Administrator

12/15/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</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>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u></u>	<u></u>	<u></u>	<u></u>

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

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

☒ There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 12/10/2010
 OFMB
 [Handwritten notes: 12/13/10, 12/10/10]

[Signature]
 Contract Development and Control
 E. Jones 12/10/10

B. Legal Sufficiency:

Anne Delgent 12/10/10
 Assistant County Attorney

This Contract complies with all contract review requirements

C. Other Department Review:

 Department Director

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

**AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
FRIENDS OF DAGGERWING NATURE CENTER, INC.**

**FOR MUTUAL COOPERATION FOR
MANAGEMENT, OPERATION AND USE OF
THE DAGGERWING NATURE CENTER**

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between
PALM BEACH COUNTY, a political subdivision of the State of Florida, (*hereinafter referred to as "the County"*);

and

FRIENDS OF DAGGERWING NATURE CENTER, INC., a Florida not-for-profit corporation, (*hereinafter referred to as "the Corporation"*).

WITNESSETH:

WHEREAS, the County owns and operates the Daggerwing Nature Center, the boardwalk and surrounding areas, (*hereinafter referred to as "the Nature Center"*); and

WHEREAS, the Corporation was established as a private non-profit corporation to support and enhance the operation and programs of the Nature Center; and

WHEREAS, the County and the Corporation desire to define their respective cooperative roles for the effective and efficient management, operation, and use of the Nature Center buildings, boardwalk and surrounding areas, and

WHEREAS, the County and Corporation desire to enter into this Agreement; and

WHEREAS, entering into this Agreement serves a public purpose,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1 The recitals as set forth above are true and correct and are reaffirmed as if specifically stated therein.
- 2 The County and Corporation shall jointly manage and operate a gift shop within the space designated in the Nature Center, which is identified in Exhibit "A", attached herewith and forms part of this Agreement.
- 3 The Corporation shall provide assistance, guidance and make recommendations to the County regarding the management and operation of the gift shop. The Corporation shall be responsible for overseeing and maintaining the day to day operations of the gift shop.
 - 3.1 The Corporation shall be responsible for all direct expenses associated with the said gift shop, including but not limited to purchases of merchandise and resale of gift shop merchandise; gift shop displays and exhibits; inventory control; accounting; marketing and all other operational expenses related thereto.
 - 3.2 All merchandise sold in the gift shop, displays made and exhibits installed by the Corporation must receive approval by the Manager of the Nature Center, (*hereinafter referred to as "the Manager"*) prior to the Corporation purchasing the said merchandise and or displaying such exhibits.

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC

- 3.3 Any expansion or improvement to the gift shop or the Nature Center, on a temporary or otherwise basis, must receive prior written approval from the Director of Parks and Recreation.
- 3.4 The Corporation may sell gift shop merchandise relating to the Nature Center via catalogue, internet or in the area outside the gift shop, such as booths and kiosks at special events, upon prior approval of the Manager.
- 3.5 Any permanent structure for the sale of merchandise shall require prior approval from the Director of Parks and Recreation.
- 3.6 The Corporation may accept monetary donations, personal property and tangible objects on its behalf for the enhancement and beautification of the Nature Center.
- 3.7 The Corporation may organize special events at the Nature Center, with prior written approval of the Manager.
- 3.8 All revenues derived from the said gift shop and special events shall inure to the Corporation, but must be utilized for the purpose of the Nature Center.
- 3.9 The Corporation shall hold the County, its agents, employees and elected officers harmless from any and all claims, liability, expense, loss, cost or damages that may result to the Corporation's inventory, exhibits and displays including Betterments and Improvements located at the Nature Center.
- 3.10 The Corporation represents that it has, or will provide at its own expense, adequate number of members required to perform the services under this Agreement. All of the Corporation's members while on County premises will comply with all County requirements governing conduct, safety and security.
- 4 The County shall provide the Corporation with the gift shop space as identified in Exhibit "A", attached hereto, rent-free, during the term of the agreement.
 - 4.1 Upon prior approval of the Manager, the County shall provide the Corporation access to office equipment and facilities for use by the Corporation.
 - 4.2 The County shall provide meeting space for the Corporation, based on the time and place determined by the Corporation and the County.
 - 4.3 The County shall provide limited storage for the gift shop merchandise within the Nature Center as more specifically identified in Exhibit "A".
- 5 The County agrees to the Corporation's use of the Nature Center, boardwalk and surrounding natural area for fundraising functions, special events, and educational activities. All such functions and activities must receive prior written approval from the Manager.
 - 5.1 Any requests for functions, activities or uses of the Nature Center, boardwalk or surrounding natural area, which are not specifically set forth in this section, must receive prior approval from the Director of Parks and Recreation.
 - 5.2 Any or all approvals requested of the Manager or the Director of Parks and Recreation shall

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC

not be unreasonably withheld.

- 5.3 The Corporation shall supplement operations of the County at the Nature Center by providing assistance that is clearly outside the scope of duties and responsibilities performed by the Manager and the Naturalist.
- 5.4 With regards to the use of the Nature Center, the Corporation and all subcontractors hired by the Corporation shall abide by all applicable federal, state and local, laws, rules and regulations.
- 6 The term of this Agreement shall begin upon execution by both parties hereto and shall automatically renew annually, unless terminated by either party as provide herein.
 - 6.1 This Agreement may be terminated by either party, without cause, upon sixty (60) days written notice to the other party.
 - 6.2 Upon termination of this Agreement, any and all temporary or permanent improvements and or additions made by the Corporation to the gift shop and the Nature Center shall remain the property of the County.
- 7 Corporation agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement, the following insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Corporation are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Corporation under this Agreement.
 - 7.1 Commercial General Liability:
Corporation agrees to maintain Commercial and General Liability at a limit of liability not less than \$ 500,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.
 - 7.2 Worker's Compensation Insurance & Employers' Liability:
Corporation agrees to maintain Worker's Compensation & Employers' Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.
 - 7.2.1 Not with standing the above provision, the Corporation may seek a waiver for the Worker's Compensation Insurance if the Corporation has no paid employees or officers and if all functions of the Corporation are carried out through volunteers.
 - 7.3 Additional Insured:

Corporation agrees to 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.
 - 7.3.1 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**".

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC

7.4 Corporation shall provide this Additional Insured endorsement coverage on a primary basis.

7.5 Waiver of Subrogation:

Corporation agrees by entering into this contract to a waiver of Subrogation for each required Policy herein. When required by the insurer, or should a policy condition not permit the Corporation to enter into a pre-loss agreement to waive subrogation without an endorsement, then Corporation 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, which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should the Corporation enter into such an agreement on a pre-loss basis.

7.6 Certificate of Insurance:

Prior to execution of this Agreement, Corporation agrees to the County a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) if Insurance shall include a minimum thirty (30) days endeavor to notify due to or non-renewal of coverage. The Certificate Holder address shall be:

PALM BEACH COUNTY
C/O Director Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

7.7 Right to Review:

The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

8 Corporation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expenses, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Corporation, its agents, employees, volunteers or sub-contractors.

9 The County and the Corporation each binds itself and its partners, successors. Executors, administrators and assigns to the other party and to the partners, successors, executioners, administrators and assigns of such other party, in respect to all covenants of this Agreement.

9.1 Except as above, neither the County nor the Corporation shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Corporation.

10 This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC

intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- 11 The Corporation represents that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The Corporation further represents that no person having any such conflict of interest shall be employed for the said performance of services.
 - 11.1 The Corporation shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence the Corporation's judgment or quality of service being provided hereunder.
 - 11.2 Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Corporation may undertake, and request the opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a Conflict of interest, if entered into by the Corporation.
 - 11.3 The County agrees to notify the Corporation of its opinion by certified mail within thirty (30) days of receipt of notification by the Corporation.
 - 11.4 If in the opinion of the County, the prospective business association, interest or other circumstance would not constitute a conflict of interest by the Corporation, the County shall so state in the notification and the Corporation shall, at its option, enter into the said circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Corporation under the terms of this Agreement.
- 12 The Corporation shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Corporation further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 13 The Corporation and its members are, and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the County.
 - 13.1 All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Corporation's sole direction, supervision and control.
 - 13.2 The Corporation shall exercise control over the means and manner in which it and its members perform the work, and in all respects the Corporation's relationship and the relationship of its members to the County shall be that of an Independent Contractor and not as employee or agent to the County.
 - 13.3 The Corporation does not have the power or authority to bind the County in any promise, agreement or representation.
- 14 The Corporation shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC

this Agreement. The County shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Corporation's place of business.

- 15 The Corporation warrants and represents that the gift shop, Fund Raising activities and special events will be open to all individuals without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.
- 16 The Corporation hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Manager upon request.
- 17 If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to the extent, be held invalid or unenforceable, the reminder of this Agreement, or the application of such terms or provisions, to person or circumstance other than those as to which it is held invalid or enforceable, shall not be affected, and every other terms and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 18 As provided by F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Corporation 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 F.S. 287.133(3)(a).
- 19 The Manager may reject any proposed action taken by the Corporation, which may be contrary to the educational objectives and or policies of the County and the Nature Center.
- 20 All notices required in this Agreement shall be sent by certified mail, return receipt request, hand delivery or other delivery service requiring signed acceptance.
 - 20.1 If sent to the County, notices shall be addressed to:

Manager, Daggerwing Nature Center
11200 Park Access Road
Boca Raton, Florida 33498

Director of Recreation Services
2700, Sixth Avenue South
Lake Worth, Florida 33461
 - 20.2 If sent to the Corporation, notices shall be addressed to:

The President
Friends of Daggerwing Nature Center, Inc.
11200 Park Access Road
Boca Raton, Florida 33498
 - 20.3 If any information in the notice provision changes, that party shall provide written notice of the Changes to the other party, which change shall be considered incorporated into this Agreement as if it were originally provided for herein.

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC

- 21 The Corporation shall comply with the provisions of the Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Corporation's employees, members or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274.
 - 21.1 The Corporation acknowledges and agrees that all employees, members and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history check. Although the County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Corporation shall be solely responsible for the financial, schedule and staffing implications associated in complying with Ordinance 2003-030
- 22 The County's performance and obligations to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 23 The County and Corporation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or undertakings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, or superseded or otherwise altered, except by written instrument executed by the parties hereto.
- 24 The County and Corporation acknowledge that at the time of executing of this Agreement, the Corporation has not yet received certification of non-profit status. The County and Corporation agree that failure of Corporation to obtain non-profit status shall not affect the validity of this Agreement.
25. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with the contract requirements and to detect corruption and fraud.

(Reminder of this page is intentionally left blank)

AGREEMENT BETWEEN PALM BEACH COUNTY AND FRIENDS OF DAGGERWING NATURE CENTER INC
IN WITNESS WHEREOF,

The Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County, and the Corporation has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk &
Controller

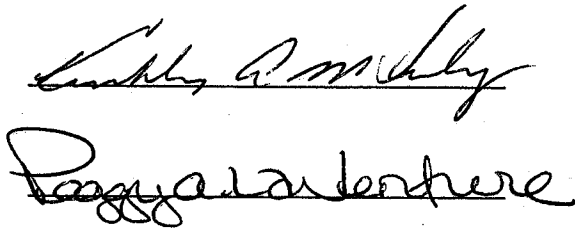
PALM BEAH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

~~Burt Aaronson, Chairman~~
Karen T. Marcus, Chair

WITNESS:

FRIENDS OF DAGGERWING NATURE CENTER, INC.




Signature

Kurt Moore, President
Name and Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

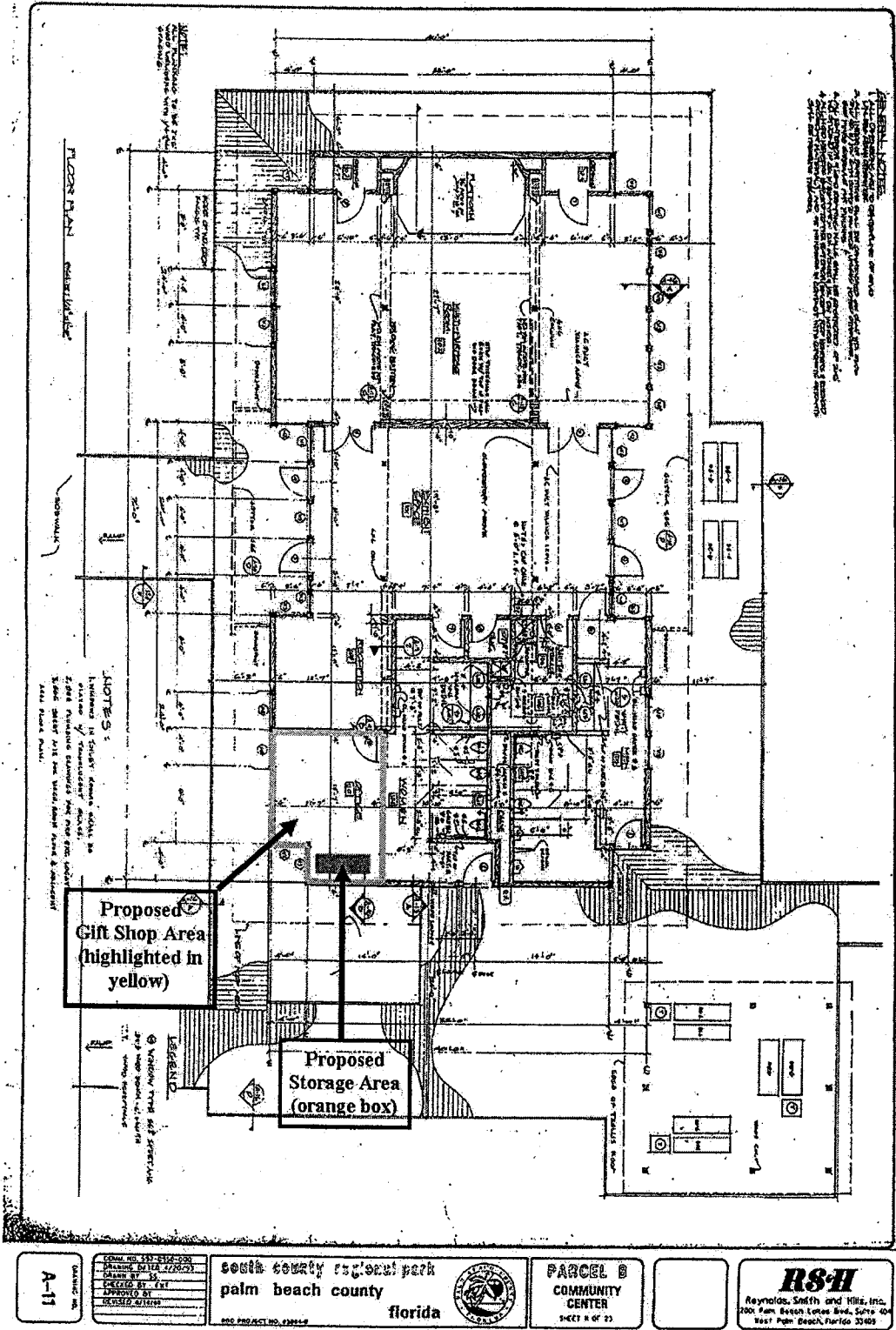
By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Director, Parks and Recreation Department

Exhibit A

Proposed Gift Shop Area for the Friends of Daggerwing Nature Center, Inc.
Location: Southeast corner of the Nature Center building (highlighted in yellow).
Dimensions: 15' 7" long x 11' 7" wide.
Proposed Storage Area within the proposed gift shop area is located in the orange box. ©





CERTIFICATE OF LIABILITY INSURANCE

OP ID RB

DATE (MM/DD/YYYY)

10/27/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone:561-276-5221 Fax:561-276-5244	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: FRIEN-8
INSURED Friends of Daggerwing Nature Center Inc 11200 Park Access Rd Boca Raton FL 33498	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PRO-JECT <input type="checkbox"/> LOC		X	GL3917020	10/26/10	10/26/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
	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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is added as an additional insured but only with respect to the liability arising out of the operations of the named insured during the policy period.

Non-profit organization that helps raise funds/awareness for nature center

CERTIFICATE HOLDER See Notes for Additional Insured Name C/O Daggerwing Nature Center 11200 Park Access Road Boca Raton FL 33498	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Bottcher
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NOTEPAD:

INSURED'S NAME Friends of Daggerwing Nature

FRIEN-8

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OP ID RB

DATE 10/27/10

Palm Beach County Board of County Commissioners, a Political Subdivision
of the State of Florida, its Officers, Employees and Agents



Friends of Daggerwing Nature Center, Inc.

11200 Park Access Road

Boca Raton, FL 33498

(561) 629-8760

www.pbcparcs.com/nature

www.facebook.com/daggerwing

December 7, 2010

Palm Beach County Board of County Commissioners
c/o Kathy Bolander
PBC Parks and Recreation
2700 6th Avenue South
Lake Worth, FL 33461

Re: FONC Certificate of Liability Insurance

To Whom It May Concern:

This letter will serve as documentation that FONC does not have any paid employees and therefore does not carry Workers Compensation or Employee Liability Insurance.

Kurt R. Moore
President

Cc: Kelli Dorschel, T. R. Laxman, Edith Cowan