

Agenda Item #: **3H-2**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 18, 2011 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution authorizing an extension of the term of a sub-lease pursuant to the First Amendment to Sub-Lease Agreement; and

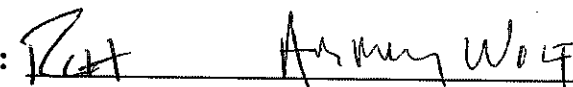
B) approve a First Amendment to Sub-Lease Agreement (R2001-0656) with Boys and Girls Clubs of Palm Beach County, Inc., to extend the term of the Sub-Lease of the old Lake Shore Middle School Building 9 (gymnasium) and adjacent land, subject to School Board approval scheduled for October 19, 2011.

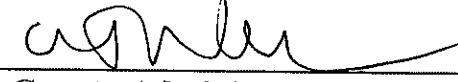
Summary: On May 1, 2001, the Board approved a ten (10) year Sub-Lease Agreement (R2001-0656) with Boys and Girls Clubs for the lease of the old Lake Shore Middle School Building 9 (gymnasium) and adjacent land (a/k/a the Bill Bailey Community Center). The County leases the premises from the School Board of Palm Beach County pursuant to the terms of a Lease Agreement (R2000-1807) approved by the Board of County Commissioners on October 31, 2000. The leased premises, which are located at 1101 Martin Luther King Boulevard in Belle Glade, are used by Boys and Girls Clubs for the operation of various community based youth programs. The County also uses the premises for the operation of Police Athletic League programs. This First Amendment extends the term of the Sub-Lease Agreement until October 30, 2015 and provides Boys and Girls Clubs with the right to extend the term for one additional period of five (5) years, subject to approval by the Board, provided the County's Lease with the School Board is in effect. The First Amendment establishes a procedure by which the County may renegotiate the terms of the Sub-Lease in order to provide County with additional use rights. In the event the parties cannot agree on the additional use rights, County may terminate Boys and Girls Clubs' sublease of the premises. The insurance, indemnification, and default provisions were modified at the request of the School Board. The First Amendment also incorporates the Inspector General disclosure language and updates the non-discrimination and notice provisions. Boys and Girls Clubs has provided a Disclosure of Beneficial Interests stating that it is a 501(c)(3) corporation and that no individuals or entities have a beneficial interest in its assets. All other terms and conditions remain the same. **(PREM) District 6 (HJF)**

(continued on page 3)

Attachments:

- 1. Location Map
- 2. Resolution
- 3. First Amendment to Sub-Lease Agreement
- 4. Disclosure of Beneficial Interests

Recommended By:  9/28/11
 Department Director **Date**

Approved By:  10/24/11
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<\$1.00>	<\$1.00>	<\$1.00>	<\$1.00>	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<\$1.00>	<\$1.00>	<\$1.00>	<\$1.00>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6201
 Program _____

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

C. Departmental Fiscal Review: _____ *W 9.28.11*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Sub lease agreement will extend the term until Oct 30, 2015 with annual rental of \$1.00

 OFMB
10/20/11
10/20/11

 Contract Development and Control
 10-11-11 B. Wheeler

B. Legal Sufficiency:

 Assistant County Attorney
10/12/11

This amendment complies with our review requirements.
At the time of our review, the Amendment was not entered.

C. Other Department Review:

 Department Director

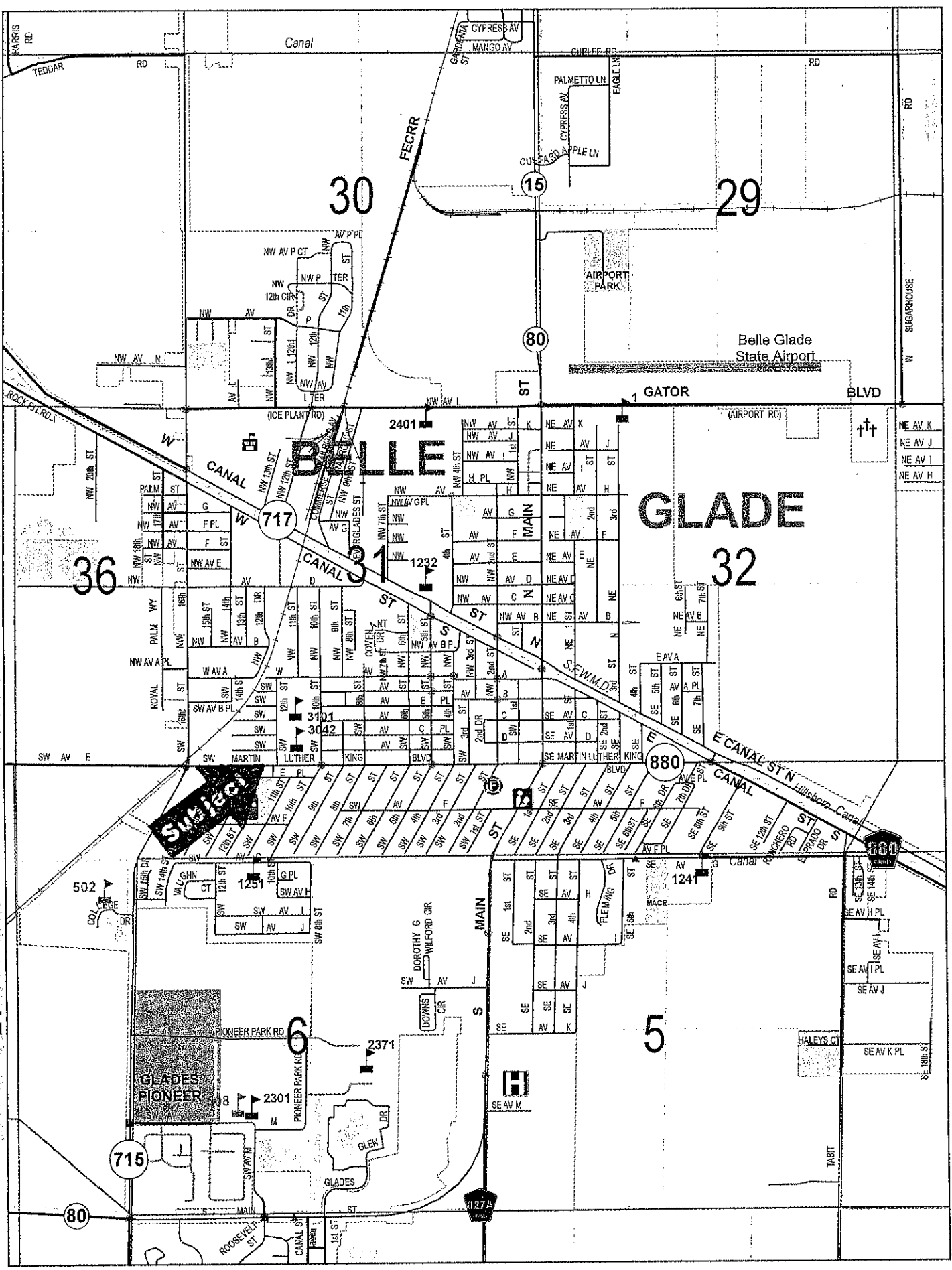
This summary is not to be used as a basis for payment.

Background and Justification:

The current term of the Sub-Lease Agreement with Boys and Girls Clubs expires on October 29, 2011. Under the terms of County's Lease Agreement with the School Board, County's current lease term will expire on October 30, 2015. The County exercised its first five (5) year renewal option (R2010-0891) under the lease with the School Board and has one five (5) year renewal option remaining. The sublease with Boys and Girls Clubs is being amended to extend the term of the Boys and Girls Clubs sublease and provide for an extension option consistent with the County's underlying lease of the premises from School Board. The term of the sublease and all other provisions thereof are subject to County's Lease Agreement with the School Board.

County may wish to renegotiate the terms of the sublease in order to provide County with additional use rights. The First Amendment establishes a procedure by which County may request an amendment to expand County's use rights. The procedure also provides for automatic termination of the sublease if the parties do not enter into a use right agreement acceptable to County, provided that County's requested uses do not materially reduce the level of Boys and Girls Clubs core programming currently in place.

The insurance, indemnification, and default provisions are being modified at School Board's request to provide coverage for the School Board. The modifications include the requirement that PBSO include the School Board as an additional insured under the insurance for the PAL Boxing Program. The School Board shall have the right to terminate the sublease (but not County's underlying lease) if either County or Boys and Girls Clubs fail to meet any obligations to School Board under the sublease. Pursuant to the terms of County's Lease Agreement with the School Board, the School Board must approve the sub-letting of the premises.



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LOCATION MAP



RESOLUTION NO. 20 ____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE TERM FOR THE SUB-LEASE OF CERTAIN REAL PROPERTY TO BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation ("Boys and Girls Clubs"), pursuant to a Sub-Lease Agreement dated May 1, 2001 (R2001-0656), leases certain real property known as Lake Shore Middle School Building 9 (gymnasium) and adjacent land ("Premises") located at 1101 Martin Luther King Boulevard, Belle Glade, to use for the operation of various community based youth programs; and

WHEREAS, the property is owned by the School Board of Palm Beach County and leased to Palm Beach County pursuant to a Lease Agreement approved by the Board of County Commissioners on October 31, 2000 (R2000-1807); and

WHEREAS, Boys and Girls Clubs has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County extend the term of the sublease of the Premises for four years; and

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 Extend Term of Sub-Lease of Real Property

The Board of County Commissioners of Palm Beach County shall amend its sublease with Boys and Girls Clubs of Palm Beach County, Inc., pursuant to the First

Amendment to Sub-Lease Agreement attached hereto and incorporated herein by reference, to extend the term for four years at an annual rental of One Dollar (\$1.00), 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 Karen T. Marcus, Chair
- Commissioner Shelley Vana, Vice Chair
- Commissioner Paulette Burdick
- Commissioner Steven L. Abrams
- Commissioner Burt Aaronson
- Commissioner Jess R. Santamaria
- Commissioner Priscilla A. Taylor

The Chair thereupon declared the resolution duly passed and adopted this ____ day of _____, 20__.


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: 
Department Director

**FIRST AMENDMENT
TO
SUB-LEASE AGREEMENT**

THIS FIRST AMENDMENT TO SUB-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 **BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.**, a Florida not-for-profit corporation ("B&G Clubs"), and joined by **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida, whose mailing address is 3300 Forest Hill Boulevard, Suite C-110, West Palm Beach, Florida 33406 ("School Board"). County and B&G Clubs are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and B&G Clubs entered into that certain Sub-Lease Agreement dated May 1, 2001 (R2001-0656) (the "Lease"), for the use of the Premises as defined in the Lease, which Lease commenced on October 30, 2001, for a term of ten (10) years; and

WHEREAS, County leases the Premises from School Board pursuant to the Primary Lease dated October 31, 2000 (R2000-1807), and School Board has joined in and consented to this First Amendment; and

WHEREAS, County exercised its first option to extend the term of the Primary Lease of the Premises from the School Board until October 30, 2015; and

WHEREAS, County and B&G Clubs have agreed to extend the term of the Lease and provide for future renegotiation of certain terms of the Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) 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 ascribed to them in the Lease.
2. The Term of the Lease as set forth in Section 1.02 of the Lease is hereby extended until October 30, 2015, or the expiration or termination of the Primary Lease, whichever is first, unless sooner terminated pursuant to the provisions of the Lease. B&G Clubs shall have the right and option to extend the Term of the Lease for one (1) period of five (5) years upon the same terms and conditions commencing upon the expiration of the current Term of the Lease, provided that the Primary Lease remains in effect. All extension options exercised by B&G Clubs shall be subject to approval by the County in its sole discretion. B&G Clubs shall provide County

with written notice of its intent to extend the Term at least sixty (60) days prior to the end of the Term.

3. **Section 1.04, County Use of the Premises**, is hereby modified to add the following language:

Notwithstanding anything in this Lease to the contrary, to the extent provided by law, County shall be responsible for any personal injury, loss of life, and/or damage to property sustained in or about the Premises during those periods of time which County has scheduled and uses the Premises for its programs pursuant to this Section.

4. **Section 1.06, Amendment of Terms/Termination**, is hereby added as follows:

Section 1.06 Amendment of Terms/Termination.

The parties acknowledge that County may wish to renegotiate the terms of the Lease in order to provide County with additional use rights for the Premises. In such event, County shall provide written notice to B&G Clubs of the foregoing, and shall include language in the notice providing for automatic termination of the Lease if the parties do not enter into a use right amendment acceptable to County within 180 days from the notification date. The Lease shall not automatically terminate if the notice does not contain the automatic termination language. Written notice containing automatic termination language shall not be provided by County between December 1 and May 1 of any year. If the amendment requested by County materially reduces the level of the B&G Clubs' core programming that exists as of the date of this First Amendment, B&G Clubs shall notify County of such in writing and the automatic termination provision shall be waived, after which the parties shall negotiate in good faith in order to reach an agreement acceptable to both parties. The core programming consists of the programming shown on Exhibit "D" to the Lease. Except as stated above, if the amendment requested by County has not been executed by both parties by the stated deadline, the Lease shall automatically terminate unless the automatic termination has been waived in writing by County. Nothing contained herein shall be deemed to limit the County's ability to request Lease amendments that are not subject to the notice and automatic termination provisions contained herein.

5. **Section 4.06, Non-Discrimination**, is hereby modified to include a prohibition against discrimination on the basis of gender identity or expression, or familial status.
6. **Article VII, INSURANCE AND INDEMNITY**, is hereby modified by deleting "AND INDEMNITY" from the heading.
7. **Section 7.05, Additional Insured Endorsement**, is hereby modified to include both the School Board and the County as Additional Insureds. The Additional Insured Endorsement for the School Board shall be mailed to the School Board at the address listed herein. The mailing address in the Additional Insured Endorsement for the County is changed to: Property & Real Estate Management

Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. School Board is hereby named as a third-party beneficiary under this Section.

8. **Section 7.06, Certificate of Insurance**, is hereby modified to require B&G Clubs' to provide School Board with a Certificate of Insurance that meets all requirements as the certificate provided to County, and to grant School Board the same rights as County pursuant to this Section. School Board is hereby named as a third-party beneficiary under this Section.
9. **Section 7.11, No Representation of Coverage Adequacy**, is hereby modified to include School Board with the County in the provisions related to transfer of risk and minimizing liability. School Board is hereby named as a third-party beneficiary under this Section.
10. **Section 7.12, Insurance Covering PAL Boxing Program**, is hereby modified to require PBSO to include School Board as an Additional Insured together with both the B&G Clubs and County. School Board is hereby named as a third-party beneficiary under this Section.
11. **Section 7.13, Indemnification**, is hereby deleted in its entirety.
12. **Article X, DEFAULT OF B&G CLUBS**, is hereby modified by adding Section 10.03 as follows:

Section 10.03 School Board.

Failure of either B&G Clubs or County to timely perform or observe any obligation to School Board under this Lease shall constitute an Event of Default under this Lease if such failure continues for more than thirty (30) days after notice from School Board. School Board shall send notice of any Event of Default to both B&G Clubs and County no matter which party is responsible for the obligation. If such Event of Default occurs, then School Board shall have the right to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by the parties, and this Lease shall then expire on the date specified as if that date had been the original expiration date of the Term of the Lease. If however the default is cured within the applicable grace period specified above, then this Lease shall continue. School Board's right of termination contained herein is limited to termination of this Lease and does not include the right to terminate the Primary Lease. Notwithstanding anything to the contrary contained herein, in the event PBSO does not include School Board as an Additional Insured as required by Section 7.12, School Board's sole remedy shall be the right to require the termination of PBSO's use of the Premises for the PAL Boxing Program.

13. **Section 11.01, County's Funding**, is hereby modified by deleting the last sentence and replacing it with the following:

Notwithstanding anything herein to the contrary, in the event the Board of County Commissioners does not intend to allocate funding sufficient to fulfill County's obligations hereunder, County shall have the right at any time to terminate this

Lease upon 180 days prior written notice to B&G Clubs, however such notice cannot be provided between December 1 and May 1 annually.

14. **Section 14.02, Notices**, is hereby deleted in its entirety and replaced with the following:

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

and

Facilities Development & Operations
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5603
Telephone: 561-233-0200
Fax: 561-233-0206

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

- (b) If to B&G Clubs at:
Boys and Girls Clubs of Palm Beach County
Attention: President
800 North Point Parkway
Suite 204
West Palm Beach, Florida 33407-1946
Telephone: 561-683-3287
Fax: 561-683-1618

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

15. **ARTICLE 15, INDEMNIFICATION**, is hereby added as follows:

**ARTICLE 15
INDEMNIFICATION**

B&G Clubs shall indemnify both the County and the School Board of Palm Beach County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless both the County and the School Board, and each of their respective agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of either the County and/or the School Board, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable, or violation of law, statute, ordinance, governmental administration order, rule or regulation, claims or actions made by third parties. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for B&G Clubs under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by County and/or the School Board to enforce this Lease shall be borne by B&G Clubs. B&G Clubs recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by both the County and the School Board in support of this indemnification in accordance with the laws of the State of Florida. This Article shall survive the expiration or early termination of this Lease.

16. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with

contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

17. Except as set forth herein, the Lease remains unmodified and in full force and effect.
18. 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.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

COUNTY:

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

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

Audrey Wolf, Director
Facilities Development & Operations

WITNESSES:

Deborah W. Nrazin
Witness Signature

DEBORAH W. NAZIN
Print Witness Name

Alonna Paugh
Witness Signature

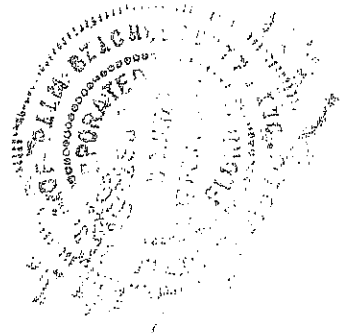
Alonna Paugh
Print Witness Name

B&G CLUBS:

BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC., a Florida not-for-profit corporation

By: Mary O'Connor
Mary O'Connor, President

(SEAL)
Corporation not-for-profit



JOINDER AND CONSENT

The undersigned hereby acknowledges and joins and consents to the terms of the Sub-Lease Agreement dated May 1, 2001 (R2001-0656), as amended by the First Amendment to Sub-Lease Agreement executed by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, and **BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.**, a Florida not-for-profit corporation, to which this Joinder and Consent is attached.

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida

By: _____
Frank A. Barbieri, Jr., Esq., Chairman

Attest:

Approved as to Form:

By: _____
William F. Malone, Superintendent,

By: _____
School Board Attorney

Date: _____

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

Field (

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared MARY T. O'CONNOR, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the PRESIDENT & CEO (position - i.e. president, partner, trustee) of Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation, (the "Tenant") which entity is the sub-lessee of the real property legally described on the attached Exhibit "A" (the "Premises").

2. Affiant's address is: 800 NORTHPOINT PARKWAY, SUITE 204 WEST Palm Beach, FLORIDA 33407

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

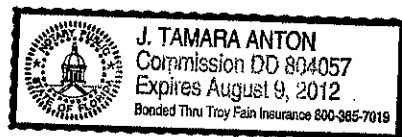
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sub- lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Mary T. O'Connor, Affiant

Print Affiant Name: MARY T. O'CONNOR



J. Tamara Anton
J. Tamara Anton

The foregoing instrument was sworn to, subscribed and acknowledged before me this 5th day of October, 2011, by MARY T. O'CONNOR

[] who is personally known to me or [] who has identification and who did take an oath

EXHIBIT "A"

PREMISES

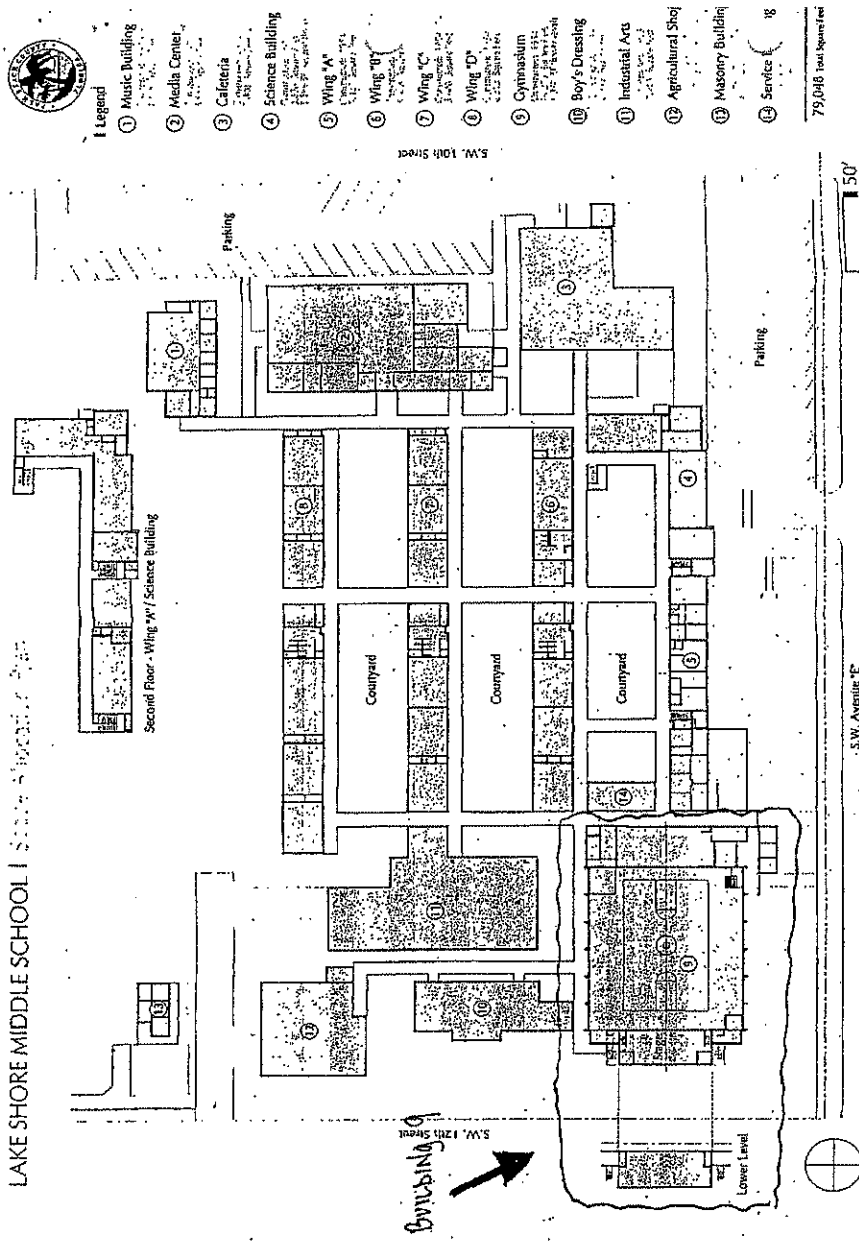


EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2011

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 Frank Crystal & Co., Inc. Financial Square 32 Old Slip New York NY 10005	CONTACT NAME: Steven Moyle PHONE (A/C No, Ext): 212-344-2444 E-MAIL ADDRESS: moyles@fcystal.com	FAX (A/C No): 212-509-1292
	INSURER(S) AFFORDING COVERAGE	
INSURED BOYSGI1 Boys & Girls Clubs of Palm Beach County 800 Northpoint Pkwy Suite 204 West Palm Beach FL 33407-1978	INSURER A: Illinois National Insurance Co. NAIC# 23817	
	INSURER B: Markel Insurance Company NAIC# 38970	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 983528448

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	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 checked="" type="checkbox"/> LOC		8502CY3413981	7/1/2011	7/1/2012	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COM/OP AGG	\$3,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1000		1021CY0058891	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		4602CY3413991	7/1/2011	7/1/2012	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
	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 STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability		017028164	4/1/2011	4/1/2012	Each Incident	\$1,000,000
						Aggregate	\$3,000,000

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

The Certificate Holder is included as an Additional Insured as granted by the insured's General Liability policy as respects to programs run by the insured in whatever public school or the ground of said school where the program is being run for the length of the program.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County School Board
 3316 Forest Hill Blvd.
 West Palm Beach FL 33444

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

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ACORD CERTIFICATE OF LIABILITY INSURANCE

05/17/2011

PRODUCER (305)822-7800 FAX (305)558-4294
 Collinsworth, Alter, Fowler & French LLC
 P. O. Box 9315
 Miami Lakes, FL 33014-9315

Boys & Girls Clubs of Palm Beach County ,Inc.
 800 Northpoint Parkway
 Suite 204
 West Palm Beach, FL 33407

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: Zenith Insurance Company	13269
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 TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below. OTHER	2070727502	05/19/2011	05/19/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 relationship: Funder, has clubs in the schools

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County School Board
 3316 Forest Hill Blvd.
 West Palm Beach, FL 33406

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Chris Morris/EDITH





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2011

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 Thomas E. Mestmaker Ins & Associates c/o Wilson Paves & Associates 2300 Bahamas Drive Bakersfield CA 93309	CONTACT NAME: Angela Moreno	
	PHONE (A/C, No, Ext): (661) 327-3111	FAX (A/C, No): (661) 371-3599
E-MAIL ADDRESS: amoreno@wilsonpaves.com		
PRODUCER CUSTOMER ID#: 00011139		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: Natl Un Fire Ins Co/Pittsburg		19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED	CERTIFICATE NUMBER: 7/1/11-12	REVISION NUMBER:
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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 ISSUR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	9472402	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Sexual Abuse					PERSONAL & ADV INJURY \$ 1,000,000
	Limit \$100,000					GENERAL AGGREGATE \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
B	Accident/Medical -Ded \$50		SRG0009101651	7/1/2011	7/1/2012	Limit \$50,000
A	Directors & Officers		028182305	7/1/2011	7/1/2012	D&O Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
School District of Palm Beach County is included as additional insured as required by written contract per attached Form CG2026 1185 with respects to the general liability and only with regards to the operations of the named insured.
*10 day cancellation for nonpayment.

CERTIFICATE HOLDER School District of Palm Beach County 3300 Forest Hill Blvd. West Palm Beach, FL 33406	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 Mike Wilson/AM