

Agenda Item #3.M.5.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 4, 2014

Consent Regular
 Ordinance 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: a month-to-month Lease Agreement with Carl P. Marchand, a full time County employee, at Peanut Island Park.

Summary: Palm Beach County owns various park sites throughout the County that have facilities for employees who reside on the premises as a condition of their employment. These residents maintain and repair the property on which they reside and are on call 24 hours per day to provide on-site supervision of the Park and report any vandalism, rowdiness, illegal activities, or other suspicious conduct at the Park to law enforcement personnel. Carl P. Marchand will not pay rent but will pay for all utilities and maintain the residence in good and sanitary condition during the term of the Lease Agreement. Districts 1 and 7 (AH)

Background and Justification: The Parks and Recreation Department has residences at various parks wherein Department employees reside within the park at no charge in exchange for providing various services to the Department that are over and above their normal day-to-day responsibilities. Examples of these duties may include but are not limited to opening and closing the park in accordance with an approved schedule, performing emergency repair work to facilities, and reporting any suspected illegal activities within the park to law enforcement for immediate response. Carl P. Marchand will be residing in a County owned home located in Peanut Island Park on a month-to-month lease, at no charge, in exchange for performing additional duties and for providing on-site supervision at Peanut Island Park.

Attachment: Lease Agreement

Recommended by: _____

Chris Cole
Department Director

1/6/2014
Date

Approved by: _____

Pat Amico
Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
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)	_____	_____	_____	_____	_____

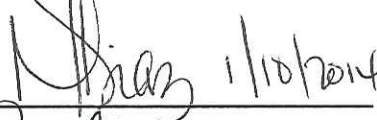
Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Depart _____ Unit _____
 Object _____ Program _____

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

C. Departmental Fiscal Review:  _____

III. REVIEW COMMENTS

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

 1/10/2014
 OFMB ^{AK} 1/9
 AK 1/10/14

 1/30/14
 Contract Development & Control

B. Legal Sufficiency:

 1-21-14
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

**LEASE AGREEMENT BETWEEN
PALM BEACH COUNTY AND CARL P. MARCHAND**

THIS LEASE AGREEMENT made and entered into this _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and CARL P. MARCHAND, a single man, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, LESSOR owns various park sites throughout the County that have facilities for live-in employees to provide additional duties and on-site supervision; and

WHEREAS, those employees who reside in said facilities do so as a condition of their employment with the LESSOR; and

WHEREAS, LESSOR desires that LESSEE, a full time County employee, provide said additional duties and on-site supervision in consideration of this Lease.

NOW THEREFORE, in consideration of the covenants and representations set forth herein, LESSOR and LESSEE agree as follows:

1. The LESSOR hereby leases to LESSEE and LESSEE accepts the following described premises, as more particularly depicted in Exhibit "A", (the "Premise") to have and hold under the conditions set forth herein:

Residential Structure located in Peanut Island Park; 6500 Peanut Island Road; Riviera Beach, FL 33404. ("Park Facility")

2. LESSEE shall provide, within the limits of his capability, security and supervision at the Park Facility.
3. LESSOR covenants and agrees that provided LESSEE performs the covenants herein contained, LESSEE shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
4. The Premises shall be used and occupied by LESSEE exclusively as a private single-family residence, and no part hereof shall be used at any time during the term of this Lease by LESSEE for the purposes of carrying on any business, profession or trade of any kind, or for any purpose other than as a private single-family residence. LESSEE shall comply with all laws, ordinances, rules and orders including, without limitation, applicable building, housing and health codes, of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, and the sidewalks connected thereto, during the term of this Lease.
5. The Premises shall be occupied by only Carl P. Marchand. The LESSOR shall have final approval as to who can reside with LESSEE. Any changes in occupancy must be approved by the LESSOR.
6. LESSEE stipulates that he has examined the Premises, including the grounds, all buildings, and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean

and tenantable condition.

7. Without the prior written consent of LESSOR, which shall be determined in the LESSOR's sole discretion, LESSEE shall not assign this Lease or sublet or grant any license to use the Premises or any part hereof. A consent by LESSOR to an assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of LESSOR, or an assignment or subletting by operational law, shall be void and shall, at LESSOR's option, terminate this Lease.
8. LESSEE shall make no alterations to the buildings on the Premises or construct any buildings or make other improvements on the Premises without the prior written consent of the Director of the Parks and Recreation Department, which shall be approved or denied in the LESSOR's sole discretion. All alterations, changes, and improvements built, constructed, or placed on the Premises by LESSEE, with the exception of fixtures removable without damage to the Premises and movable personal property shall, unless otherwise provided by written agreement between LESSOR and LESSEE, be the property of LESSOR and shall remain on the Premises at the expiration or sooner termination of this Lease.
9. If the Premises, or any part thereof, shall be damaged by fire or other casualty not due to LESSEE's negligence or willful act or that of his employee, family agent, or visitor, the Premises shall be promptly repaired by LESSOR. In the event of damage by fire or other casualty that renders the Premises not habitable, LESSOR may terminate this Lease without any further obligation on the LESSOR'S part.
10. LESSEE shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect LESSOR's fee interest in the Premises. LESSEE shall not use, maintain, store, or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents on the Premises or any adjacent land in any manner not permitted by law. All refuse is to be removed from the Premises at LESSEE's sole cost and expense. LESSEE shall not keep on the Premises any item of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased Premises or that might be considered hazardous by any responsible insurance company.
11. LESSEE shall be responsible for paying all utilities services required on the Premises, and paying prorated fees on a monthly basis for utilities provided by LESSOR.
12. LESSEE will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, LESSEE shall, where applicable, keep the fixtures in the house or on or about the Premises in good order and repair; keep the walls free from dirt and debris; and shall make all required repairs to the plumbing, range, heating apparatus, and electrical and gas fixtures whenever damage thereto shall have resulted from LESSEE's misuse, waste, or neglect, or that of his family, agent, or visitor; and shall provide for the extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs, and shall place all trash in park approved trash containers. LESSEE agrees that no signs

shall be placed or painting done on or about the Premises by LESSEE or at his direction without the prior written consent of the Parks and Recreation Department Director, which shall be determined by the Department Director in his sole discretion. LESSEE shall not dry clothes outside, allow storage, commercial or otherwise, of abandoned, unused vehicles, items of personal property, junk, debris or trash or do or allow to continue any situation inconsistent with a peaceful, orderly County park setting.

13. LESSEE may keep no animals on the Premises without the written consent of the Parks and Recreation Department Director.
14. LESSOR and his/her agent shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereof.
15. At the expiration of the term of this Lease, LESSEE shall surrender the Premises in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear thereof and damages by elements excepted.
16. By virtue of establishing domicile, the LESSEE shall provide general supervision and security of the Park Facility and grounds both during his normal hours of employment by the LESSOR and during his off duty hours where he is present in the Premise or in the Park Facility, and shall immediately report any vandalism, rowdiness, illegal activities, or other suspicious conduct on the Park Facility or Premises to law enforcement personnel and initiate any paperwork needed for recording purposes.
17. LESSEE shall provide within the limits of his capability, certain duties and responsibilities above and beyond the normal job requirements of his position as follows:
 - a) Open and close Peanut Island Park in accordance with approved hours of operation, as necessary.
 - b) Performance of emergency repair work to, or cleaning of facilities if such work is within the capabilities of the LESSEE.
 - c) Assist public safety personnel, park patrons, campers, and boaters during off duty hours when present in the Premise or in the Park Facility
 - d) 24 hour call, 7 days a week, to address any issues that occur within Peanut Island Park.
18. Term of Lease Agreement: This Lease Agreement shall commence when the last of the parties hereto executes same and shall remain in full force and effect on a month to month basis until terminated as provided in this section. This Lease shall terminate upon the occurrence of any of the following:
 - a) The LESSEE by way of promotion, demotion, or transfer, for any reason whatsoever, is assigned to other County duties not requiring a twenty-four (24) hour residence at said Park Facility.
 - b) The LESSEE voluntarily resigns from his position from Palm Beach County or is terminated or laid off from his position with Palm Beach County, regardless of the reasons underlying or

the nature of such termination, resignation, or layoff.

- c) LESSEE voluntarily abandons the Premises.
 - d) LESSEE fails to maintain the Premises in a healthy clean, and orderly, sanitary condition.
 - e) LESSEE breaches any other condition of this Lease Agreement.
 - f) Upon thirty (30) days prior written notice to LESSEE by the Director of Parks and Recreation. Upon the expiration of the thirty (30) day period, this Lease shall be terminated without any further obligation of the LESSOR whatsoever.
 - g) Upon thirty (30) days written notice by the LESSEE of his intention to terminate this Lease Agreement.
19. In the event LESSEE holds over after this Lease has been terminated in any manner, the LESSOR shall be entitled to collect from LESSEE double the fair market rental value of the Premise during the holdover period. All other terms and conditions during any holdover period shall be the same as herein provided.
20. BY SIGNING THIS LEASE AGREEMENT, THE LESSOR AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE PREMISE DUE TO THE DEATH OF THE LESSEE, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.
21. LESSEE hereby releases LESSOR, from any and all liability, whether in contract or tort (including strict liability, negligence, and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by LESSEE, its family members, guests, or invitees during the term of this Lease, including, but not limited to, loss, damage, or injury to the improvements or personal property of LESSEE, LESSEE's family members, guests, or invitees that might be located or stored on the Premises.
22. LESSEE shall, at his sole expense, maintain in full force and effect at all times during the life of this Lease Agreement, insurance coverages and limits (including endorsements), as described herein. LESSEE shall provide LESSOR 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 LESSOR's review and acceptance of insurance maintained by LESSEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LESSEE under this Lease Agreement.
- a) **Commercial General Liability.** LESSEE shall maintain Commercial General Liability at a limit of liability not less than \$300,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by LESSOR's Risk Management Department. LESSEE shall provide this coverage on a primary basis.
 - b) **Automobile.** LESSEE shall maintain, during the life of this Lease, comprehensive automobile liability insurance in the minimum amount of \$300,000 combined single limit

bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.

- c) **Additional Insured.** LESSEE shall endorse the LESSOR 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." LESSEE shall provide the Additional Insured endorsements coverage on a primary basis.
- d) **Waiver of Subrogation.** LESSEE hereby waives any and all rights of Subrogation against the LESSOR, 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 LESSEE shall 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 LESSEE enter into such an agreement on a pre-loss basis.
- e) **Certificate(s) of Insurance.** Prior to execution of this Lease by the LESSOR, LESSEE shall deliver to the LESSOR a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Lease 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: Director of Financial and Support Services.
- f) **Right to Review.** LESSOR, 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 Lease. LESSOR 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.

23. LESSEE shall, to extent permitted by law, indemnify, defend, and save harmless LESSOR from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of or relating to this Lease or LESSEE's occupancy of the Premises for any personal injury, loss of life, and/or damage to property sustained in or about the Premises including, without limitation, by reason or as a result of the use and occupancy of the Premises by LESSEE, its family members, guests, or invitees and from and against all costs, attorney fees, expenses, and liabilities incurred in and about the defense of any such claim. In the event LESSOR shall be made a party to any litigation commenced against LESSEE or by LESSEE against any third party, LESSEE shall protect

and hold LESSOR harmless and pay all costs and attorney fees incurred by LESSOR in connection with such litigation, and any appeals thereof.

24. LESSEE specifically authorizes LESSOR to deduct from LESSEE's paycheck any outstanding bills or charges pertaining to upkeep and repair of the Premise that are LESSEE's responsibility under this Lease Agreement.
25. In discharging the duties set forth in Paragraph 17 of this Lease Agreement, LESSEE shall be covered by workers' compensation, to the same extent as any other employee while acting within the scope of employment with LESSOR.
26. The interest of LESSOR in the Premises shall not be subject to liens for work performed by or on behalf of LESSEE. LESSEE shall notify every contractor performing work upon the Premises of the provision set forth in the preceding sentence. In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of LESSEE, LESSEE shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event LESSEE fails to satisfy or transfer such claim within said ten (10) day period, LESSOR may do so and thereafter charge LESSEE, and LESSEE shall promptly pay LESSOR in connection with the satisfaction or transfer of such claim, including attorneys' fees. Further, LESSEE shall indemnify, defend, and save LESSOR harmless from and against any damage or loss incurred by LESSOR as a result of any such construction lien.
27. The waiver by LESSOR of any default of any term, condition, or covenant herein contained shall not be a waiver of any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by LESSOR to or of any act by LESSEE requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent to or approval of any subsequent similar act by LESSEE.
28. Any consents, approvals, and permissions by LESSOR shall be effective and valid only if in writing and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

a) If to the LESSOR at:

Palm Beach County
Parks and Recreation Department.
2700 6th Avenue South
Lake Worth, FL 33461

b) If to the LESSEE at:

Carl P. Marchand
6500 Peanut Island Road
Riviera Beach, FL 33404

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice.

29. If any term of this Lease or the application thereof to any person or circumstances, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.
30. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Lease Agreement shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.
31. Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. 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 to audit, investigate, monitor, and inspect the activities of the LESSEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
32. No provision of this Lease Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease Agreement, including but not limited to any citizen or employee of the LESSEE or LESSOR

Remainder of this page is intentionally left blank.

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

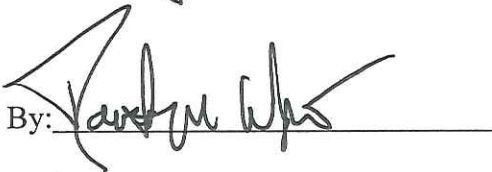
By: _____
Priscilla A. Taylor, Mayor

WITNESSES:

LESSEE:

By: 

By: 
Carl P. Marchand, LESSEE

By: 

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney


By: 
Eric Call, Director
Parks & Recreation Department

Exhibit "A"
Marchand Lease



"Park Facility"
Peanut Island Park
6500 Peanut Island Road
Riviera Beach, Florida 33404

Premise consists of a co-located campground office and private residence. The residence is a small sized one bedroom, one bathroom facility. The residential space was previously occupied by a former Parks Division employee and his wife.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2013

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 Thinking With Number LLC 2754 W Oakland Park Blvd Oakland Park, FL 33311	CONTACT NAME:	
	PHONE (A/C, No, Ext):	954-486-2380
	FAX (A/C, No):	
	E-MAIL ADDRESS:	THINKINGWITHNUMBER4@GMAIL.COM
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	CYPRESS PROPERTY & CASUALTY INS
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20P0015020-0	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$ 300,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				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	<input type="checkbox"/>	<input type="checkbox"/>				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSINERS 2700 6TH AVE SOUTH LAKE WORTH, FL 33461	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
--	---



Cypress Property and Casualty Insurance Company
 PO Box 44221
 Jacksonville, FL, 32231-4221
 Customer Service:
 1-877-560-5224 (FOR ALL INQUIRIES)

Artisan General Liability
 New Business Declaration

Declaration Effective:
 12/31/2013

Agent Code
 20000463

POLICY NUMBER
 20P0015020-0

POLICY PERIOD
 From To
 12/31/2013 12/31/2014 12:01 AM STANDARD TIME

NAMED INSURED AND ADDRESS:

CARL P MARCHAND
 6500 Peanut Island Rd
 Riviera Beach, FL, 33404-6900

Telephone: (561) 951-0634

AGENT:

Henry Joaceus
 THINKING WITH NUMBERS INS - FAIA
 2754 W Oakland Park Blvd
 Fort Lauderdale, FL, 33306-1605
 Telephone: (954) 486-2380

In return for payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in the policy.

Limits of Insurance

General Aggregate Limit (Other Than Products Completed Operations)	\$300,000
Products/Completed Operations Aggregate Limit	\$300,000
Personal and Advertising Injury Limit	\$300,000
Each Occurrence Limit	\$300,000
Medical Payments Limit (Any One Person)	\$5,000
Fire Damage Limit (Any One Fire)	\$100,000
Liability Deductible (Property Damage Only) Per Claim	\$500

Description of Business

Form of Business:

- Corporation
 Partnership
 Joint Venture
 Sole Proprietor
 Limited Liability Partnership
 Limited Liability Corporation

Business Description: SUPERVISES

THIS POLICY CONTAINS A DESIGNATED WORK ENDORSEMENT. DAMAGES RESULTING FROM WORK ON OPERATIONS WHICH ARE NOT SPECIFIC AND CUSTOMARY TO THE CLASSIFICATION SHOWN OR OTHERWISE LISTED ON THE ENDORSEMENT AS EXCLUDED ARE NOT COVERED ON THIS POLICY.

Forms and Endorsements

NUMBER	EDITION	NUMBER	EDITION	NUMBER	EDITION	NUMBER	EDITION
CGL 40-FL	05 07	CG 00 01	12 04	CG 02 20	07 07	IL 00 17	11 98
CG 21 36	03 05	CG 00 67	03 05	CG 03 00	01 96	IL 00 21	07 02

Authorized Signature

CPC GL NB 03 12

Date: 12/31/2013

Insured Copy

Page 1 of 5



Cypress Property and Casualty Insurance
 Company
 PO Box 44221
 Jacksonville, FL, 32231-4221
 Customer Service:
 1-877-560-5224 (FOR ALL INQUIRIES)

Artisan General Liability
 New Business Declaration

Declaration Effective:
 12/31/2013

POLICY NUMBER
 20P0015020-0

POLICY PERIOD
 From To
 12/31/2013 12/31/2014 12:01 AM STANDARD TIME

Agent Code
 20000463

NAMED INSURED AND ADDRESS:

CARL P MARCHAND
 6500 Peanut Island Rd
 Riviera Beach, FL, 33404-6900

Telephone: (561) 951-0634

AGENT:

Henry Joaceus
 THINKING WITH NUMBERS INS - FAIA
 2754 W Oakland Park Blvd
 Fort Lauderdale, FL, 33306-1605
 Telephone: (954) 486-2380

Forms and Endorsements

NUMBER	EDITION	NUMBER	EDITION	NUMBER	EDITION	NUMBER	EDITION
CG 21 42	12 04	CGL 4	05 07	CGL 964	05 07	CGL 982	12 12
CG 21 46	07 98	CGL 5	09 11	CGL 967	05 07	CGL 983	12 12
CG 21 47	07 98	CGL 6	05 07	CGL 969	05 07	CGL 984	05 07
CG 21 49	09 99	CGL 71	05 07	CGL 970	05 07	CGL 988	05 09
CG 21 70	11 02	CGL 83	05 07	CGL 971	05 07	CGL 999	08 12
CG 21 86	12 04	CGL 84	05 07	CGL 973	11 11	CGL 994	11 11
CG 22 42	11 85	CGL 152	05 07	CGL 975 FL	09 11	CGL 995	11 11
CG 22 79	07 98	CGL 952	01 12	CGL 976	05 07	CGL 996 FL	12 11
CG 22 94	10 01	CGL 956	05 07	CGL 978	05 07	CGL 997 FL	12 11
CGL 2	05 07	CGL 962	05 07	CGL 981	05 07		

Date : 12/31/2013

CPC GL NB 03 12

Insured Copy

Page 2 of 5



Cypress Property and Casualty Insurance Company
 PO Box 44221
 Jacksonville, FL, 32231-4221
 Customer Service:
 1-877-560-5224 (FOR ALL INQUIRIES)

Artisan General Liability
 New Business Declaration

Declaration Effective:
 12/31/2013

POLICY NUMBER
 20P0015020-0

POLICY PERIOD
 From 12/31/2013 To 12/31/2014 12:01 AM STANDARD TIME

Agent Code
 20000463

NAMED INSURED AND ADDRESS:

CARL P MARCHAND
 6500 Peanut Island Rd
 Riviera Beach, FL, 33404-6900

Telephone: (561) 951-0634

AGENT:

Henry Joaceus
 THINKING WITH NUMBERS INS - FAIA
 2754 W Oakland Park Blvd
 Fort Lauderdale, FL, 33306-1605
 Telephone: (954) 486-2380

Location of Premises	
6500 Peanut Island Rd, Riviera Beach, FL, 33404-6900	

Classification	
Code #	Description
95625	HANDYPERSON

Premium		Rate		Deposit Premium	
Code #	Premium Basis	Prod/Ops	All Other	Prod/Ops	All Other
95625	\$32,700 (P)	Included		Included	\$891.00

Additional Insured(S) and/or Waiver Of Subrogation	#	Amount
Terrorism Premium (Certified Acts)		Included
PREMIUM ADJUSTMENTS		
FULLY EARNED / NON REFUNDABLE FEES		
MGA Policy Fee		\$25.00
PRO RATED ASSESSMENTS / SURCHARGES		
Florida Hurricane Catastrophe Fund Assessment (0.013)		\$12.00
Minimum Premium Adjustment		\$0.00

Date: 12/31/2013

CPC GL NB 03 12

Insured Copy
 Page 3 of 5

TBD = To be determined at Audit	(c) cost	(c) per \$1,000
	(e) each	(e) per each
	(p) payroll	(p) per \$1,000
	(r) recipients	(r) per \$1,000
	(s) sales	(s) per \$1,000
	(u) units	(u) per each



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Inland Marine Premium

\$0.00

Inland Marine Premium Adjustment

TOTAL POLICY PREMIUM

\$928.00

IMPORTANT NOTICE TO POLICYHOLDERS - Subcontract Work

If you subcontract work, you must obtain a Certificate of Insurance showing limits that are at least equal to or greater than those on your policy. Operations performed by subcontractors without adequate insurance shall be classified and rated in the same manner as though the work was performed by your own employees.

Date: 12/31/2013



Cypress Property and Casualty Insurance Company
 PO Box 44221
 Jacksonville, FL, 32231-4221
 Customer Service:
 1-877-560-5224 (FOR ALL INQUIRIES)

Artisan General Liability
 New Business Declaration

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Inland Marine Coverage Description	Actual Cash Value Limit	Occurrence Deductible	Rate per \$100	Premium
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TOTAL INLAND MARINE PREMIUM

Date: 12/31/2013

Policy Summary ▶▶

CARL MARCHAND
INSURANCE MARKET INC
POLICY NUMBER: 931051137 101 1

Automobile Policy

1. Named Insured Your Agency's Name and Address

CARL MARCHAND	INSURANCE MARKET INC
6500 PEANUT ISLAND RD	240 W CHURCH AVE
RIVIERA BEACH FL 334046900	LONGWOOD FL 32750

Your Policy Number : 931051137 101 1 For Policy Service Call 1-877-872-8737
 Your Account-Number: 931051137 For Claim Service Call 1-800-CLAIM33

2. Your Total Premium for the Policy Period is \$1,445.55.
 The policy period is from September 6, 2013 to September 6, 2014.

3. Your Vehicles Identification Numbers

1	2014 DODGE JOURNEY SX	3C4PDCBG0ET118803
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4. Coverages, Limits of Liability and Premiums

Insurance is provided only where a premium is shown for the coverage.

	1	
		14 DODGE JOURNEY SX
A - Bodily Injury		
\$100,000 each person	\$ 461	
\$300,000 each accident		
B - Property Damage		
\$50,000 each accident	82	
C - Medical Payments		
\$5,000 each person	40	
D1 - Uninsured Motorists Non-Stacked		
\$100,000 each person	300	
\$300,000 each accident		
See Endorsement A09051		
E - Collision		
Actual Cash Value less	216	
\$500 deductible		
See Endorsement A09016		
Auto Loan/Lease Coverage		
See Endorsement A00400	11	
F - Comprehensive		
(Other than Collision)		
Actual Cash Value less	73	
\$500 deductible		

See Endorsement A09016

Auto Loan/Lease Coverage
See Endorsement A00400 4

G - Extended Transportation Expense
\$30 per day/\$900 maximum 25
See Endorsement A09016

I - Towing and Labor Costs
\$75 per disablement 10

Q - Personal Injury Protection
\$10,000 each person each accident 164
See Endorsement A09026

R2 - Extended Personal Injury Protection 41
See Endorsement A09026

Subtotal for your vehicle: \$1,427

Total Premium for This Policy: \$1,427

FL Catastrophe Fund Assessment 18.55

Total Amount \$1,445.55

5. Information Used to Rate Your Policy

Discounts Included in Your Premium

Anti Theft Device 14 DODGE
JOURNEY SX

Anti Lock Brake System 14 DODGE
JOURNEY SX

Passive Restraint 14 DODGE
JOURNEY SX

Careful Driver

Renewal Discount

Drivers	Date of Birth	Sex	Marital Status
CARL	10-22-64	Male	Married

Vehicles	Use of Vehicle	Location of Vehicle
14 DODGE JOURNEY SX	Pleasure	RIVIERA BEACH FL

6. Other Information

Loss Payees

14 DODGE JOURNEY SX CHRYSLER CAPITAL LEASING
VIN # 3C4PDCBG0ET118803 PO BOX 189

