

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 22, 2016

☒ 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: First Amendment with the Palm Beach County Officials Association, Inc. to provide softball officials to officiate softball programs at County recreation facilities for the residents of Palm Beach County on a Countywide basis renewing the contract for one year to begin January 1, 2017, and to expire December 31, 2017.

Summary: The current agreement (R2013-1836) with Palm Beach County Officials Association, Inc. (PBCOA) for providing sports officiating services for softball expires on December 31, 2016. The Agreement provided an initial three year term, which expires on December 31, 2016, with two one year renewal options. This First Amendment renews the Agreement for the first option period of January 1, 2017, through December 31, 2017. Article 21-Non Discrimination and Article 31-Public Records, are also amended to update it with the current required language. All other terms of the Agreement remain the same. Countywide (AH)

Background and Justification: Although the Purchasing Ordinance exempts sports officials from competitive procurement, the Parks and Recreation Department Issued a RFS for softball officiating services. PBCOA was the only vendor to respond to the RFS. PBCOA has provided sports officiating services for the County for the past eleven years, and has provided good service throughout the term of their past three Agreements with the County.

The not-to-exceed value of the Agreement is \$65,587.50 in FY2014; \$107,929.80 in FY2015; \$110,028.60 in FY2016; \$88,910.80 in FY2017; and \$15,444.00 in FY2018 for a total of \$387,900.70 over the three year Agreement period. The Agreement will be monitored and administered by the Parks and Recreation Department.

Attachment: First Amendment

Recommended by: _____

Y. Case
Department Director

10/25/16
Date

Approved by: _____

J. Baker
Deputy County Administrator

11/3/16
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>\$88,911</u>	<u>\$15,444</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$94,080)</u>	<u>(\$23,760)</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>(\$5,169)</u>	<u>(\$8,316)</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 0001 Department 580 Unit 5201/5252
Object 3422 Revenue Source 4721/4729 Program N/A

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

FUND: General Fund

UNIT: Sports and Wellness Programs and West Boynton Recreational Facility


Estimated	FY 2017	FY 2018
Expenses	\$88,911	\$15,444
Revenue	\$94,080	\$23,760

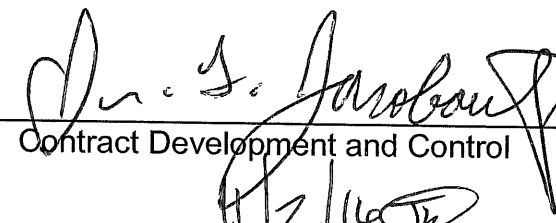
C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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


OFMB ET 10/27 m 10/27


Contract Development and Control 11/2/16

B. Legal Sufficiency:


Assistant County Attorney 11/3/16

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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

G:_Agenda Item Summary\11-22-16 Agenda Item for SB officiating Services.docx

**FIRST AMENDMENT TO
AGREEMENT FOR
SOFTBALL OFFICATING SERVICES**

THIS FIRST ADMENDMENT is made and entered into on _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Parks and Recreation Department, hereinafter referred to as "DEPARTMENT" and Palm Beach County Officials Association, Inc., hereinafter referred to as "ASSOCIATION."

WITNESSETH:

WHEREAS, on December 17, 2013, ASSOCIATION entered into an Agreement with DEPARTMENT (R2013-1836) ("Agreement"), to provide softball officials to officiate softball programs at County recreation facilities for the residents of Palm Beach County on a Countywide basis; and

WHEREAS, the parties desire to renew the Agreement for the period January 1, 2017 through December 31, 2017 with one (1) one (1) year renewal option remaining; and

WHEREAS, under the Agreement the COUNTY is to provide funding in an amount not to exceed \$320,222.10; and

WHEREAS, the total Agreement amount required to be paid to ASSOCIATION needs to be increased by \$67,678.60; and

WHEREAS, the parties desire to amend the Agreement by adding additional terms that are consistent with DEPARTMENT policies; and

WHEREAS, entering into this Amendment services a public purpose.

NOW THEREFORE, in consideration of the mutual promises contained herein, the DEPARTMENT and the ASSOCIATION agree as follows:

1. **ARTICLE 2 – SCHEDULE** is hereby amended as follows:

The ASSOCIATION shall commence services on January 2, 2014, and complete all services by December 31, 2017. This Agreement may be extended for one (1), one (1) year renewal option upon approval by both parties.

Reports and other items shall be delivered or completed in accordance with Attachment "A".

2. **ARTICLE 3 – PAYMENTS TO ASSOCIATION** is hereby amended as follows:

- a. The total amount to be paid by the DEPARTMENT under this agreement for all services shall not exceed a total contract amount of \$65,587.50 in FY 2014, \$107,929.80 in FY 2015, \$110,028.60 in FY 2016, \$88,910.80 in FY 2017 and \$15,444.00 in FY 2018. The ASSOCIATION will bill the

DEPARTMENT on a bi-weekly basis for services, at set forth in Attachment "A" at the amounts below:

3. Attachment "A" to the Agreement is hereby deleted in its and replaced with Attachment "A-1" attached hereto and incorporated by reference.

4. **ARTICLE 21 – NONDISCRIMINATION** is hereby amended as follows:

ASSOCIATION warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ASSOCIATION has submitted to DEPARTMENT a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R2014-1421, as amended, or in the alternative, if ASSOCIATION does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to DEPARTMENT affirming their non-discrimination policy conforms to R2014-1421, as amended.

5. **ARTICLE 30 – PUBLIC RECORDS** is hereby added as follows:

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the ASSOCIATION: (i) provides a service; and (ii) acts on behalf of the DEPARTMENT as provided under Section 119.011(2) F.S., the ASSOCIATION shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the ASSOCIATION is specifically required to:

a. Keep and maintain public records required by the DEPARTMENT to perform services as provided under this Agreement.

b. Upon request from the DEPARTMENT's Custodian of Public Records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The ASSOCIATION further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the ASSOCIATION does not transfer the records to the public agency.

d. Upon completion of the Agreement the ASSOCIATION shall transfer, at no cost to the DEPARTMENT, all public records in possession of the ASSOCIATION unless notified by DEPARTMENT's representative/liaison, on

behalf of the DEPARTMENT's Custodian of Public Records, to keep and maintain public records required by the DEPARTMENT to perform the service. If the ASSOCIATION transfers all public records to the DEPARTMENT upon completion of the Agreement, the ASSOCIATION shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ASSOCIATION keeps and maintains public records upon completion of the Agreement, the ASSOCIATION shall meet all applicable requirements for retaining public records. All records stored electronically by the ASSOCIATION must be provided to the DEPARTMENT, upon request of the DEPARTMENT's Custodian of Public Records, in a format that is compatible with the information technology systems of DEPARTMENT, at no cost to DEPARTMENT.

Failure of the ASSOCIATION to comply with the requirements of this article shall be a material breach of this Agreement. DEPARTMENT shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ASSOCIATION acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

6. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on 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: _____, Mayor

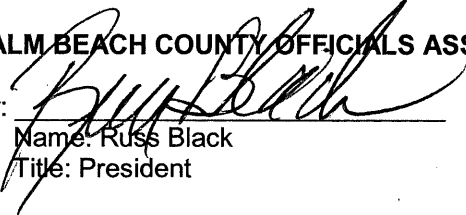
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney


APPROVED AS TO TERMS AND
CONDITIONS

By: 
Eric Call, Director
Parks and Recreation Department

PALM BEACH COUNTY OFFICIALS ASSOCIATION, INC.

By: 
Name: Russ Black
Title: President

WITNESS:

By: 
Name: Wesley Norwood
Title: Recreation Specialist II

SCOPE OF WORK:

RULES

The Association shall enforce all rules for play established by the Department's Rule Book in addition to using a recognized rule book as guidelines (Ex.ASA).

LOCATIONS

The Association shall provide qualified, registered, trained and insured officials for Department sponsored Adult Slow Pitch Softball games at: John Prince Park, Okeeheelee Park, Burt Aaronson South County Regional Park and West Boynton Park and Recreation Center.

QUALIFICATIONS

The Association shall provide qualified, registered, trained, and insured officials.

NUMBER OF OFFICIALS REQUIRED

The Association shall provide two (2), registered officials per game per night, up to a total of twenty (20) officials at the various locations. Failure to consistently provide the specified number of officials shall be cause for termination of this Agreement.

TIMEKEEPING/SCOREKEEPING

During league softball play, the Department will be responsible for the official game start time. The Association will be responsible for scorekeeping duties, which will include keeping the official game time once the game has started.

TRAINING

It shall be the Association's responsibility to recruit and train and verify insurance of all its officials. Officials must be knowledgeable of the recognized rule book (Ex.ASA) and Department Supplemental Rules.

It shall be the Association's responsibility to provide league play observation of officials and provide training and coaching to all officials. Training sessions should include but not to be limited to:

- Recognized Rule Book (Ex. ASA)
- Practical field work
- Game control
- Department Supplemental Rules

The Association shall provide a complete list of names of all current trained officials every three (3) months of the contract period to the Department representative.

EVALUATION

Each Individual must be evaluated in writing twice a session (Fall, Winter, Summer Softball Session} by the League Director and/or the President of the Officials Association. These evaluations can take place at anytime throughout the season. Officials not passing evaluations may be subject to consequences such as suspensions or termination from officiating Palm Beach County Leagues.

DRESS CODE

All officials shall dress in accordance with the applicable uniform requirements set forth by Palm Beach County. (Dark blue shorts or pants, light blue polo shirt with collar, blue logo hat, white socks, black shoes, black belt, and black ball bag)

WRITTEN SCHEDULES

The Association shall provide the Department with written schedules of Official's Training Sessions.

RESPONSE TIME

The Association shall provide requested officials within forty-eight (48) hours of initial verbal contact by a Department softball programmer. A representative with the Association, who is authorized to make decisions for the Association, will be directly and immediately available to confer with the Department representatives according to the following schedules:

- Monday through Friday, 8:00 am - 10:00 am and 4:00 pm- 6:00 pm.

MEETINGS

The Association or designee will be required to meet monthly with Department representatives or designee to discuss any and all matters pertinent to game play and this Agreement. Should the Recreation Services Director or their designee consider the Association or designee to be unsatisfactory in the performance of business during the meetings, the Association will be notified and required to provide a replacement designee for the duration of this Agreement.

The Association will be required to schedule at least one official to attend all league organizational meetings in order to become fully informed regarding any and all matters pertinent to the upcoming leagues and to answer league participants' questions regarding rules and rule interpretations.

REVISIONS TO GAME SCHEDULES

The Department reserves the right to amend the game schedules on site in order to ensure game completion in an organized and timely manner consistent with established park operation hours.

An official with the Association, who is authorized to make decisions for the Association, must be available at each league location during all scheduled games.

UNSATISFACTORY SERVICE

The Association shall provide the Department's representative a written progressive training and disciplinary guideline consisting of corrective action to be taken when the Association's officials or members become involved in game protests that clearly indicate their inability to make sound rule calls or correct decisions.

The Association will provide the Department's representative written notification describing the corrective action given to unsatisfactory official(s) within five (5) working days after the Association has determined said corrective action. No more than (7) work days should pass before corrective action has been taken. The Department shall make the final determination as to the corrective action given to an unsatisfactory Association official(s).

PAYMENT

The Department, will process payment to the Association following receipt of the Association's invoice, but no more than once every two weeks per the approved bi-weekly payment schedule. All officials are required to sign the appropriate official's log sheet for the games they have worked. Though the Association's invoice will be considered the basis for payment, the actual amount paid will be determined by the Department. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the Department is final. The Association may request to review any supporting documentation utilized to determine the amount paid.

When the Department cancels game(s) for any reason, and notifies the Association within one (1) hour or more prior to the start of the first game, any official who arrives on site will receive no pay for the first or subsequent canceled games that evening. Canceled games may be defined as rainouts or reschedules.

When the Department cancels game(s) for any reason, and notifies the Association with less than one (1) hour prior to the start of the first game, any official who arrives on site and signs the appropriate official's log sheet will receive payment for one (1) game fee.

Any game started but not played to conclusion for any reason, will result in payment of one (1) game fee.

Any official scheduled to officiate a game which is forfeited may work as a third umpire on another field and will receive payment for the game worked. If there is no other game available to work then the official will receive payment for one game.

In the event that a protest is made and the protesting team wins the protest, the game shall be replayed from the point of the protest in accordance with the current applicable rules and regulations.

If the officials are deemed at fault in the protest, the Association shall schedule officials for the replayed/continued game at no charge to the Department.

No payment will be made for mileage or driving time.

The Department assumes no responsibility for the Association's internal accounting practices as they relate to prompt and correct payment of officials.

Softball game fees are based on work for seven (7) Innings or one (1) hour which ever happens first. Game fees will be established through the RFS process.

All league games are subject to tie breaker rules covered either in the Department's Supplemental Rules or the Recognized Rule Book (Ex. A.S.A.). No additional fees will be paid for tie breaker games.

Payment to the Association is as follows:

Payment for Services Rendered	January 2014-December 2014	January 2015-December 2015	January 2016-December 2016	January 2017-December 2017
Payment per Official per game	\$25.25	\$25.50	\$26.00	\$26.00
Payment per Official for representation at league organizational meetings	\$45.00	\$45.00	\$45.00	\$45.00

PROGRAM FEES AND CHARGES

The Department, on behalf of the County, shall collect ALL program fees and charges from participants. Payments for all program fees and charges shall be made payable to: **Palm Beach County Board of County Commissioners.**

PAYMENTS TO THE ASSOCIATION

The Department will process payment to the Association following receipt of the Association's invoice, but no more than once every two weeks per the approved bi-weekly payment schedule. Payments will be made only for the current services; there will be no advanced payment of services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2016

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 SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/ C, No. Ext): 800-822-7370 FAX (A/ C, No): 803-256-4017 E-MAIL ADDRESS: soda@sadlersports.com PRODUCER CUSTOMER ID#:
INSURED D/ B/ A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION Palm Beach County Officials Assn. 7167 Boscanni Drive Boynton Beach, FL 33437 Club #: 35105	INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CASUALTY COMPANY INSURER B: NATIONWIDE LIFE INSURANCE COMPANY INSURER C: INSURER D:

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.								
INSD 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 <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		KRS0000005911600	01:17PM ET 08/05/2016	12:01AM ET 08/05/2017	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MEDICAL EXPENSES (other than participants)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	NONE
							PRODUCTS- COMP/ OP AGG	\$2,000,000
							LEGAL LIAB TO PARTICIPANTS	\$2,000,000
	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)	
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/ a	n/ a	n/ a	EACH OCCURRENCE	n/ a
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/ N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			<input type="checkbox"/> PER STATUE	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EOMLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PARTICIPANT ACCIDENT			JXS00000027218600-A	01:17PM ET 08/05/2016	12:01AM ET 08/05/2017	EXCESS MEDICAL	\$100,000
							AD&D	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.
RE: COVERED Sports Officials - Accident & General Liability
40 Officials
Official Names: Russ Black, Neal Bluestein, Jim Brass, Marshall Brownson, Larry Callaway, Mike Cress, Bob Davidson, Lee Dombrowsky, Jim Ferris, Jason Gross, Ed Guiliani, Dick Howard, John Huston, Martin Landin, Marty LaValley, Jay Lugo, Carl Mohsinger, Charles Moxey, Rich Nimphius, Jay Oberfield, Carrado Padula, Jay Paldin, Mike Poza, Brian Sander, Loren Schimansky, Arnie Schwartz, John Socolari, Bob Thomas, Rod Wetzel, Denny Zaskey, Joe Cassiere, Tony Diaz, Rich Schilliro, Lee Lipsick, Arthur Reis, Hector Roman, Mark Trudel, Ed Richardson, Barbara Felice, Steve Cutler
(Sports Officials Accident Only: \$100,000 Excess Medical; \$5,000 Accidental Death or Dismemberment; \$500 per claim deductible; Physical Therapy & Chiropractic Visits - 5 Visits Maximum @ \$50 Per Visit; Hospitalization - Inpatient & Outpatient - \$1,000 Maximum; Surgeon's Benefits - \$2,500 Maximum; Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Physician Visits - \$50 Maximum Per Visit)
(Sports Officials General Liability as Part of Package: \$2,000,000 Each Occurrence; \$2,000,000 Legal Liability to Participants (Brain injury provision: \$4,000,000 aggregate); Waiver/ Release Recommended)
NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER	CANCELLATION
RELATIONSHIP: Property Owner/ Lessor Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employee 2700 6th Avenue South Lake Worth, FL 33461	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 (company A) <i>Scott Furbush</i> AUTHORIZED REPRESENTATIVE (company B) <i>John Sander</i>

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRS0000005911600	08/05/2016	Palm Beach County Officials Assn.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- ☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exdusions:
- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;

b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;

c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
- ☒ Co- Promoters
- ☒ Any individual person(s) or organization(s) listed below
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.