

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 13, 2021

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: an Agreement with the Loxahatchee Battlefield Preservationists, Inc. for the mutual use and operation of Loxahatchee River Battlefield Park ("Park"). The term of this Agreement is for one year effective on the date of execution and shall be automatically renewed up to ten years unless either party provides written notice of intent to terminate the Agreement.

Summary: The Loxahatchee Battlefield Preservationists, Inc. ("Corporation") is a 501(c)(3) non-profit organization whose mission is to preserve, enhance and protect the Park. The Parks and Recreation Department and Corporation have been informally working together for over 10 years and wish to formally define their respective cooperation roles. By entering into this Agreement, the collaborative partnership will be formalized and the Parks and Recreation Department can focus on the programming, management and operation of the park as a whole. District 1 (AH)

Background and Justification: Loxahatchee River Battlefield Park is one of the most significant historic sites in Palm Beach County. Gateway to the Loxahatchee River, prehistoric and historic habitation has occurred along the Loxahatchee dating as far back as the Archaic Period over 5,000 years ago. The primary goal of the park is to preserve and protect these cultural resources, while providing education and passive recreation opportunities for the public to experience this beautiful place and its history. The park was the location of two Second Seminole War battles in January, 1838 and is a multi-level archeologically, environmentally and historically significant public property.

Loxahatchee Battlefield Preservationists, Inc. started in 2009 by a group of citizens whose purpose was to preserve, enhance and protect the Park. This Agreement enables Loxahatchee Battlefield Preservationists, Inc. and the Parks and Recreation Department to utilize each other's resources for the provision of public education and special event programming in the Park.

Attachment: Agreement with the Loxahatchee Battlefield Preservationists, Inc.

Recommended by: 
Department Director

6-22-21
Date

Approved by: 
Assistant County Administrator

6-28-2021
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

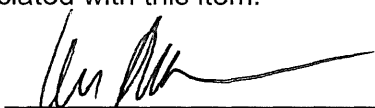
Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL 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 X
 Does this item include use of federal funds? Yes _____ No X

Budget Account No.: Fund ___ Department ___ Unit ___
 Object ___ / Revenue Source ___ Program ___

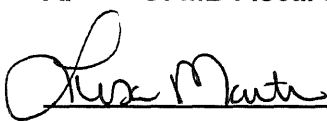

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

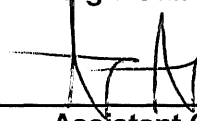
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 6/22/21  6/28/21
 OFMB 9A 6-21-21 5246121 Contract Development & Control
 6-28-21 TW

B. Legal Sufficiency:

 6/28/21
 for A. Helms
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

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

**AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE LOXAHATCHEE BATTLEFIELD PRESERVATIONISTS, INC. FOR MUTUAL COOPERATION FOR
OPERATION AND USE OF THE LOXAHATCHEE RIVER BATTLEFIELD PARK**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2021 by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and the Loxahatchee Battlefield Preservationists, Inc., a Florida not-for-profit corporation (“Corporation”).

WITNESSETH:

WHEREAS, the County owns and operates the Loxahatchee River Battlefield Park (“Park”); and

WHEREAS, the County is responsible for the care, maintenance, and control of the Park that comprise the Palm Beach County Parks and Recreation Department (“Department”); and

WHEREAS, the Corporation was established as a private non-profit corporation to preserve, enhance and protect the Second Seminole War Battlefield, presently known as the Loxahatchee River Battlefield Park and to preserve, enhance and protect the associated cultural and historical resources; and

WHEREAS, the County and Corporation desire to define their respective cooperation roles for the effective and efficient operation and use of the Park; and

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

WHEREAS, entering into this Agreement serves a public purpose.

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

DEFINITIONS

1. **“Department”**: the Palm Beach County Parks & Recreation Department, located at 2700 6th Avenue South, Lake Worth, Florida 33461
2. **“Park”**: Loxahatchee River Battlefield Park, located at 9060 Indiantown Road, Jupiter, Florida 33478
3. **“Parks Coordinator”**: Designated employee of County managing the Park
4. **“Director”**: Director of Palm Beach County Parks and Recreation

Article I. Corporation Representations

Section 1.01 The Corporation:

- (a) shall operate for the duration of this Agreement to support the Department’s mission, vision, and goals of the Park;
- (b) shall not attempt to manage, control, or interfere with the day to day operations of the Department or the Park;
- (c) shall operate as a separate legal entity from the County;

- (d) shall obtain and maintain status as a tax-exempt charitable organization under state and federal income tax laws;
- (e) may organize education programs, tours and special events at the Park, with prior written approval of the Park Coordinator. All events will be in accordance with the County's Special Events Guidelines. All volunteers for education programs and tours will be processed per County volunteer guidelines prior to volunteering;
- (e) may accept monetary donations, personal property, and tangible objects on its behalf for the enhancement and beautification of the Park or to support educational programming at the Park; and
- (f) when requested in advance, may also provide educational materials and artifacts on temporary loan to County for public education purposes.

Article II. County Representation

Section 2.01 The County:

- (a) shall not attempt to manage, control, or interfere with the day to day operations of the Corporation, its Board of Directors, and staff;
- (b) as budget permits, shall provide the Corporation access to a designated department employee to be a liaison to the Corporation for intra-departmental communication purposes and general assistance to the Corporation's Board of Directors, staff, and volunteers;
- (c) as budget permits, shall provide access to meeting space in an outdoor facility/structure (Chickee) at no charge for the Corporation to conduct meetings. The Corporation must give adequate notice in advance of requesting meeting space and space will only be provided if available;
- (d) as budget permits, shall provide a storage space in or near the Park for Corporation's education materials. Use of the storage space for Corporation's education materials shall be managed by and the responsibility of the Corporation;
- (e) shall involve the Corporation as a stakeholder in the planning and design process of any future Park education facility;
- (f) when requested in advance, may also provide educational materials and artifacts on temporary loan to Corporation for public educational purposes; and
- (g) In the event of any disagreement between the parties, the Department Director's decision shall be final and binding.

Article III. General Provisions

Section 3.01 **Dissolution.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other party. Upon termination of this Agreement, any and all permanent improvements or additions made by Corporation to the Park Premises shall remain the property of the County.

Upon dissolution of the Corporation or termination of this Agreement, all funds and other tangible property purchased by or donated to the Corporation solely for Park purposes, shall inure to the County and shall at all times be utilized in a manner consistent with the purchase or donation and in furtherance of the Park. Funds or other tangible property designated by the donor or funder to be for the exclusive use or benefit of the Corporation, and tangible property purchased by the Corporation for sale to the public, shall be exempt from this provision.

Section 3.02 **Term.** The term of this Agreement shall be for a period of one (1) year, with annual automatic renewals up to ten (10) years, unless either party provides a written notice of intent to terminate this Agreement to the other party thirty (30) days in advance.

Section 3.03 **Availability of Funds.** Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

Section 3.04 **Insurance.** Corporation shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, at least Five Hundred Thousand Dollars (\$500,000) commercial general liability insurance per occurrence and Five Hundred Thousand Dollars (\$500,000) per aggregate and adhere to the terms set forth in this Section. .Corporation shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Corporation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Corporation under the contract.

- (a) **Waiver of Subrogation:** Corporation hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Corporation 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 which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Corporation enter into such an agreement on a pre-loss basis.

- (b) **Certificate of Insurance:** Within forty-eight (48) hours of the County's request to do so, the Corporation shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect.
- (c) **Right to Revise or Reject:** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 3.05 **Indemnification:** Corporation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Corporation.

Section 3.06 **Default:** The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

Section 3.07 **Notice:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

IF TO COUNTY:

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

IF TO CORPORATION:

Loxahatchee Battlefield Preservationists, Inc. President
15830 92nd Way N
Jupiter, Florida 33478

Section 3.08 **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Corporation certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Section 3.09 **Criminal History Records Check:** The Corporation, Corporation's employees, subcontractors of Corporation and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Corporation is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Corporation acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Corporation(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Corporation shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Corporation or its subcontractor(s) terminates an employee who has been issued a badge, the Corporation must notify the County within two (2) hours. At the time of termination, the Corporation shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Corporation if the Corporation 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Corporation employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

Section 3.10 **Regulation:** Licensing Requirements: Corporation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Corporation is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 3.11 **Nondiscrimination:** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Corporation warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the contract. As a condition of entering into this Contract, the Corporation represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Corporation shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Corporation retaliate against any person for reporting instances of such discrimination.

The Corporation shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Corporation understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Corporation shall include this language in its subcontracts.

Section 3.12 **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 3.13 **Entirety of Agreement:** County and Corporation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 3.14 **Access and Audits:** If applicable, should any portion of the payments made to Corporation include Corporation's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, Corporation will maintain adequate records to justify all such charges, expenses, and costs for at least seven (7) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Corporation's place of business.

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 Corporation, 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.

Section 3.15 **Independent Contractor:** The Corporation is, and shall be, in the performance of provisions pursuant to this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. The Corporation does not have the authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Corporation to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Corporation's procurement of such services is solely the responsibility of the Corporation and the Corporation hereby holds the County harmless for same to the extent permitted by law.

Section 3.16 **No Third Party Beneficiaries:** No provision of this 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 Agreement, including but not limited to any citizen or employees of the County and/or Corporation.

Section 3.17 **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 3.18

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

- (a) Keep and maintain public records required by the County to perform services as provided under this Contract
- (b) Upon request from the County's Custodian of Public Records, provide the County 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 Corporation 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 Contract, if the Corporation does not transfer the records to the public agency
- (d) Upon completion of the Contract the Corporation shall transfer, at no cost to the County, all public records in possession of the Corporation unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Contract, the Corporation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the Contract, the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically by the Corporation must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Corporation to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Corporation 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 CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

Section 3.19

Counterparts: This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the County provides otherwise.

[This space left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

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

By: _____

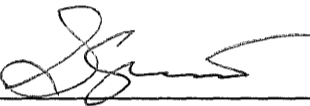
Deputy Clerk

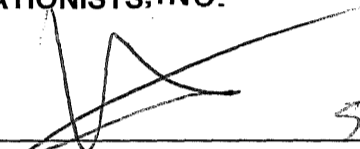
By: _____

Dave Kerner, Mayor

WITNESSES:


**LOXAHATCHEE BATTLEFIELD
PRESERVATIONISTS, INC.**

By:  5-20-21
Gianni Campuzano
Signature Date

By:  5/20/21
Holly Torres
Signature Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  For A. Helfant 6/25/21
County Attorney

By: 
Director, Parks & Recreation Dept.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2021

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 have **ADDITIONAL INSURED** provisions or 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 Single Source Insurance 2189 Cleveland Street Unit 235 Clearwater FL 33765	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): (727) 298-0302 FAX (A/C, No): (727) 298-0029 E-MAIL ADDRESS: certificates@singlesourceins.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Southern-Owners Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Loxahatchee Battlefield 168 Bayberry Cir Jupiter FL 33458-7709	

COVERAGES**CERTIFICATE NUMBER:** CL2010711663**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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y		72070822	10/06/2020	10/06/2021	EACH OCCURRENCE	\$ 500,000				
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 50,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							MED EXP (Any one person)	\$ 5,000				
							PERSONAL & ADV INJURY	\$ 500,000				
							GENERAL AGGREGATE	\$ 500,000				
							PRODUCTS - COMP/OP AGG	\$ 500,000				
							Insurer Adj	\$				
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$				
							BODILY INJURY (Per person)	\$				
							BODILY INJURY (Per accident)	\$				
							PROPERTY DAMAGE (Per accident)	\$				
								\$				
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB							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 <table border="0" style="float: right;"> <tr><td>Y/N</td><td><input type="checkbox"/></td></tr> <tr><td>N/A</td><td><input type="checkbox"/></td></tr> </table>							Y/N	<input type="checkbox"/>	N/A	<input type="checkbox"/>	PER STATUTE	OTH-ER
Y/N	<input type="checkbox"/>											
N/A	<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)

Certificate Holder is listed as an Additional Insured with regards to General Liability

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners C/O Palm Beach County Parks and Recreation Department 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 
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