

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 18, 2022 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations
Department: Cooperative Extension Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the Friends of the Mounts Botanical Garden, Inc. (FMBG) for the development of a new Master Plan for the Mounts Botanical Garden (“Garden”).

Summary: Palm Beach County (“County”) established, owns and operates the Garden which is located at 531 N Military Trail, West Palm Beach. On January 7, 1992, the Board of County Commissioners (“Board”) and FMBG entered into that certain Mounts Botanical Garden Agreement (“1992 Agreement”) to provide for the conditions under which the County and FMBG would collaborate in the operation and management of the Garden. The County and FMBG’s collaboration in the operation and management of the Garden dates back to 1983; the 1992 Agreement provided for the formalization of said relationship. Although the County and FMBG have effectively operated under the 1992 Agreement since its approval, it is a 30-year old agreement and both parties agree that it should be revised in order to reflect the current status of the relationship between the County and FMBG. On January 26, 2022, Ms. Paton White, in her capacity as FMBG’s Chair sent a letter to County Administrator Baker formally requesting revisions to the 1992 Agreement. Through the negotiation process which was aimed towards identifying the needed revisions to the 1992 Agreement, FMBG representatives and County staff came to the conclusion that in order to effectively define the future of the parties’ continued collaboration, the County and FMBG needed to first reach a joint understanding on the future development of the Garden. A new Master Plan for the Garden is to be developed under the Agreement being recommended under this agenda item for approval by the Board. FMBG, in collaboration with County staff, will lead and fund the process for the development of the new Master Plan. Under the Agreement, FMBG will be required to procure consultant services as per County procedures and the County will name three (3) of the six (6) voting members on the selection committee. Upon completion of the Master Plan and recommendation for approval of same by FMBG, the Director of the County’s Cooperative Extension Services department will submit the Master Plan for approval by the Board. The initial term of the Agreement is two (2) years with three (3), one-year extensions. Upon approval by the Board of the Master Plan, FMBG and County staff will reengage in conversations towards revising the 1992 Agreement. This item carries no fiscal impact other than staff’s time towards administration of the Agreement. **(FDO Admin) District 2/Countywide (MWJ)**

Background and Policy Issues: FMBG and the County have collaborated in the operation and management of the Garden since 1983. A formal agreement was entered to by the parties in 1992 and is now ripe for revision. In order to facilitate the revision of the existing agreement, FMBG and County staff have concurred on the need to have a new Master Plan developed for the Garden. The Agreement being submitted for Board approval will allow FMBG, in collaboration with County staff, to lead and fund the process to develop a new Master Plan which will be submitted at a later date for approval by the Board.

Attachments:

1. Location Map
2. Letters from FMBG (dated January 26, 2022)
3. Agreement

Recommended By: *Janice L. Royal* *9/22/22*
Department Director Date

Recommended By: *Ronald W. Kici* *09/21/2022*
Department Director Date

Approved By: *Pae* *for*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	X	No	_____
Does this item include the use of federal funds?	Yes	_____	No	X	_____
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
		Program _____			

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

This item carries no fiscal impact as FMBG will fund the procurement and development of the Master Plan.

Fixed Assets Number N/A

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB 9/11/22

 Contract Development and Control

B. Legal Sufficiency:

 Assistant County Attorney 10/11/22

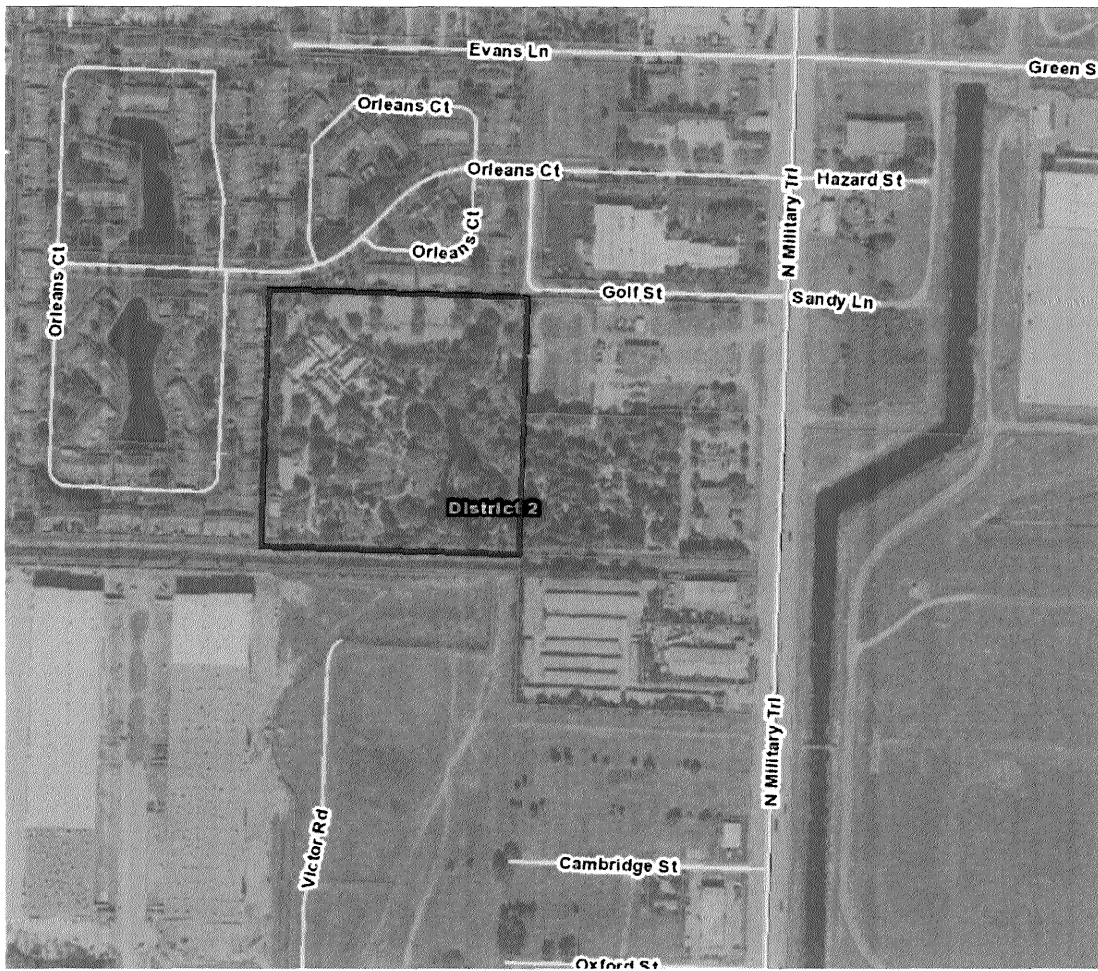
C. Other Department Review:

 Department Director

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

ATTACHMENT 1

Location Map





Friends of the Mounts Botanical Garden
559 N. Military Trail
West Palm Beach, FL 33415
(561) 233-1757
www.mounts.org

January 26, 2022

OFFICERS

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Paton White

Vice President
Rachel Docekal

Treasurer
William Bittner, ARM, AAI

Secretary
Gretta Curry

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Carol Smith
Tim Whelan

EX OFFICIO
Ronald Rice,
PBC Extension Director

Rochelle Wolberg,
MBG Curator-Director

Dear Ms. Baker,

First, on behalf of the Board of the Friends of Mounts Botanical Garden, I want to thank you for taking the time to meet with me and our Strategic Planning Committee representatives in December to discuss the Interlocal Agreement and the need for its revision. We are excited to update the Agreement to better reflect the current and future relationship between the Friends and the County, and we very much look forward to working with you and your staff to accomplish the task.

Along these lines, we have enclosed a Worksheet that the Friends Board has reviewed and approved, which outlines the current Agreement and articulates the Friends vision of its future role in managing the Garden. In sum, this document outlines an Agreement that acknowledges the expanded role the Friends has played in the day-to-day operations of the Garden. As reflected in the worksheet, the Friends envisions an Agreement that allows it to fund, develop and implement the Garden's Master Plan, with appropriate County oversight. A more streamlined process will benefit all parties, allowing the Friends to efficiently direct its financial resources towards improving the Garden's exhibits and facilities.

As a next step, Tara Duhy, who is representing the Friends, will reach out to you to schedule a kick-off meeting with you and your team in the next several weeks. Again, the Friends sends you our thanks and wishes you a Happy New Year!

Sincerely,

Paton White
Chair, Friends of Mounts Botanical Gardens

Attachment
Intralocal Agreement
Worksheet

ATTACHMENT 2

WORKSHEET - Mounts Botanical Garden Agreement – January 10, 2022, prepared by Tara Duhy, Lewis, Longman & Walker, P.A.

- APGA – American Public Gardens Association/APGA (formerly American Association of Botanical Gardens and Arboreta)
- BCC = Palm Beach County Board of County Commissioners
- County = Palm Beach County
- Extension = Cooperative Extension Department (formerly Agriculture Department)
- Director = Director of the Extension Department
- FMBG = The Friends of Mounts Botanical Garden, Inc.

<u>TOPIC</u>	<u>SUMMARY OF CURRENT LANGUAGE*</u>	<u>PROPOSED REVISIONS</u>
Master Plan	<ul style="list-style-type: none"> • FMBG, with the assistance of the County, has prepared a Master Plan for the proposed expansion and development of the Garden • FMBG shall be consulted as the Master Plan is implemented or revised • Any proposal presented to the BCC shall have the opinion of FMBG attached 	<ul style="list-style-type: none"> • Preparation of the Master Plan to be controlled and funded by FMBG with BCC having final approval of completed Master Plan • County will be consulted and will approval all amendments to the Master Plan (prepared and funded by FMBG)
Improvements – Planning, Implementation and Funding of Capital and Other Improvements	<ul style="list-style-type: none"> • FMBG may purchase personal property for the Garden which shall become property of the County 	<ul style="list-style-type: none"> • Capital Improvements – if funded by FMBG, FMBG control process; If County funds, County controls the process • Reference Service Agreement which is exclusively between Department and FDO – Add provision to Interlocal that FMBG be consulted regarding changes to Service Agreement
Operation and Management of the Garden	<ul style="list-style-type: none"> • As the Garden develops and expands according to the Master Plan, as it 	<ul style="list-style-type: none"> • FMBG will supplement the County contributions and

	<p>may be revised from time to time, it is the intent of the parties that the Agreement shall control participation of FMBG in such development and expansion</p> <ul style="list-style-type: none"> • Intent of County, subject to availability of funding, to permanently fund and operate the Garden for benefit of citizens of the County (Garden shall be open to all County residents on an equal, nondiscriminatory basis) • Intent of FMBG to provide assistance and guidance to the County on a permanent basis on the operation of the Garden and to provide funding for the operation of the Garden which the County does not have to provide on a continuing basis • FMBG to provide assistance in the implementation of polices and guidelines for the operation of the Garden • BCC shall have the authority to resolve any conflict between FMBG and the Director 	<p>will fund events, implementation of the Master Plan and manage all concessions</p>
<p>Funding and Budget</p>		
<ul style="list-style-type: none"> • Funding - FMBG 	<ul style="list-style-type: none"> • FMBG shall share in providing funding for collections, educational programs, and events • All funds raised from public and private sources by FMBG shall be used in their entirety to support the Garden and its programs as stated in its bylaws • FMBG shall provide funding for promotion of membership 	<ul style="list-style-type: none"> • FMBG will fund promotion of membership, implementation of the Master Plan, events, concession, and may fund capital and personal improvements to the Garden

	<ul style="list-style-type: none"> FMBG may provide funding in other areas at its discretion FMBG shall have the authority to supplement the cost of operation, maintenance and security at the request of the Curator (such costs paid shall be in addition to those paid by the County) 	
<ul style="list-style-type: none"> Funding - County 	<ul style="list-style-type: none"> Subject to funding availability, the County shall be responsible for paying all maintenance, security, and utility services for the Garden Subject to funding availability, and in accordance with the County budgeting process, the County shall provide such services and utilities in accordance with the recommendations of the Curator and in such a manner that the Garden shall be operated in accordance with criteria established by the APGA 	<ul style="list-style-type: none"> County will focus funding on maintenance, security and utility services FMBG will focus on supplementing operations and implementation of Master Plan, events and concessions.
<ul style="list-style-type: none"> Budget 	<ul style="list-style-type: none"> FMBG shall prepare an annual budget and provide same to County FMBG shall provide the County with an annual independent audit of income and expenses for the Garden County shall have access to the books and records of FMBG for inspection Curator, with advice and guidance of FMBG, shall prepare and submit to the Director an annual operating budget request, which shall be submitted as required to meet the budgetary time constraints of the County The annual operating budget request shall be part of the Extension's budget, and shall be subject to the 	

	<p>approval of the County as part of its normal budgeting process.</p> <ul style="list-style-type: none"> The County shall identify the funds allocated for the Garden within the approved Extension budget 	
<ul style="list-style-type: none"> Income 	<ul style="list-style-type: none"> All revenues generated by use of, or programs held at, the Garden, other than those generated by the Extension's ongoing educational programs, and concessions including garden shop, shall be paid to FMBG, which funds shall be used by FMBG to meet its requirements under the Agreement 	<ul style="list-style-type: none"> Broaden concessions to include special events (private events) FMBG will need to have appropriate insurance in place
<p>Development of Garden Programs and Special Events</p>	<ul style="list-style-type: none"> FMBG to provide assistance in development of Garden programs, including educational programs, the development and implementation of a collection policy, and publicity, planning and implementation of special events, and all other requirements necessary to operate the Garden as an accreditable public garden facility 	<ul style="list-style-type: none"> FMBG to implement the Master Plan and operation of programs and events with oversight by Curator Include this mandate in Master Plan
<p>Employees/Volunteers</p>		
<ul style="list-style-type: none"> Curator-Director (formerly Garden Curator) 	<ul style="list-style-type: none"> Employee of and funded by County Appointed (and dismissed) and supervised by Director (member of FMBG Board to sit on selection committee) Ex officio and nonvoting member of FMBG Board Shall manage operation of the Garden Shall establish standards for operating the Garden in accordance with the 	

	<p>professional standards of the APGA, so that the Garden is operated as an accreditable public garden facility</p>	
<ul style="list-style-type: none"> Garden employees 	<ul style="list-style-type: none"> Subject to funding availability, County to provide operating, maintenance and security personnel Shall be supervised by Curator who shall comply with all County rules in supervising and administering employees FMBG, with approval of the Director, may provide funds to the County to supplement the Garden staff with additional employees, which shall be hired and managed in accordance with County personnel rules 	
<ul style="list-style-type: none"> Volunteers 	<ul style="list-style-type: none"> FMBG responsible for coordination and use of volunteers and docents Use of volunteers under supervision of Curator 	
<p>Marketing</p>	<ul style="list-style-type: none"> FMBG to provide assistance with regard to publicity for special events 	<ul style="list-style-type: none"> FMBG will fund and operate marketing for membership, programs and special events consistent with the Master Plan Include this as part of Master Plan
<p>Concessions</p>		
<ul style="list-style-type: none"> Concessions at Special Events 	<ul style="list-style-type: none"> FMBG shall have authority to grant concessions at the Garden during special events, including plant sales, and shall establish a policy for concessionaires and the granting of 	<ul style="list-style-type: none"> Broaden to include wider range of concessions – revenue procuring activity or event Include in Master Plan

	concessions, which policy shall be subject to the review of the Director	
<ul style="list-style-type: none"> • Garden Shop 	<ul style="list-style-type: none"> • Should space become available, FMBG shall have the exclusive right to establish and operate garden shop in the Garden 	<ul style="list-style-type: none"> • Delete “should space become available” language • Change language to Welcome Center or similar facility
Miscellaneous		
<ul style="list-style-type: none"> • Term and Termination 	<ul style="list-style-type: none"> • The Agreement shall remain in effect for such time as the County owns the Garden unless sooner terminated by mutual written agreement of the parties. • Termination shall not be effective until 60 days from the date of written notice to terminate 	<ul style="list-style-type: none"> • Need to include some unwinding provision
<ul style="list-style-type: none"> • Right of First Refusal 	<ul style="list-style-type: none"> • Should the County decide that it no longer will operate the Garden, then it is agreed that FMBG will have the first opportunity to assume responsibility for its operation and management 	

* As reflected in the Mounts Botanical Garden Agreement dated January 7, 1992, between Palm Beach County and The Friends of Mounts Botanical Garden, Inc.

ATTACHMENT
EXHIBIT A
MOUNTS BOTANICAL GARDEN AGREEMENT

THIS AGREEMENT is made and entered into this
JAN 7 1992, by and between Palm Beach
County, a political subdivision of the State of Florida
(hereinafter referred to as "COUNTY"), and The Friends of
the Mounts Botanical Garden, Inc., a Florida corporation
not-for-profit (hereinafter referred to as "CORPORATION").

W I T N E S S E T H

WHEREAS, The COUNTY has established and operates the
Mounts Botanical Garden (hereinafter referred to as
"Garden"); and,

WHEREAS, the CORPORATION was established as a private
citizen support group to assist in the operation and
maintenance of the Garden, and

WHEREAS, the COUNTY and the CORPORATION have cooperated
in the operation and management of the Garden since 1983;
and,

WHEREAS, the parties recognize the necessity to
memorialize their understanding and roles each plays in the
operation and management of the Garden.

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

I. Management of the Garden

A. The Garden as it currently exists makes up the
campus of the Agriculture Department's headquarters. A
master plan has been prepared with the final document to be
delivered in December 1991. As the Garden develops and
expands according to the master plan, as it may be revised
from time to time, it is the intent of the parties that this
Agreement shall control the participation of the CORPORATION
in such development and expansion.

B. The parties acknowledge that it is the intent of the COUNTY, subject to the availability of funding, to permanently fund and operate the Garden for the benefit of the citizens of Palm Beach County. The parties further acknowledge that it is the intent of the CORPORATION to provide assistance and guidance to the COUNTY on a permanent basis in the operation of the Garden, and to continue to provide funding for the operation of the Garden which the COUNTY does not have to provide on a continuing basis.

C. The Board of Directors (hereinafter referred to as "DIRECTORS") of the CORPORATION shall be selected by the CORPORATION according to the by-laws of the CORPORATION. The Garden Curator shall serve as an ex officio and nonvoting member of the DIRECTORS.

1. The DIRECTORS shall be allowed to provide assistance in the implementation of policies and guidelines for the operation of the Garden and they may appoint an Executive Committee in order to address urgent matters on a timely basis.
2. The DIRECTORS shall be allowed to provide assistance in the development of Garden programs, including education programs, the development and implementation of a collection policy; the publicity, planning and implementation of special events; and all other requirements necessary to operate the Garden as an accreditable public garden facility.
3. The DIRECTORS shall be authorized to purchase personal property for the Garden, including plants for the collection. All such property purchased with funds of the CORPORATION shall become the property of the COUNTY.

4. The DIRECTORS shall be responsible for assisting with the coordination of the use of volunteers and docents at the Garden, with such use to be under the supervision of the Garden Curator.

D. The Garden Curator, as an employee of and funded by the COUNTY and reporting directly to the Director of the Agriculture Department, shall manage the operation of the Garden pursuant to the guidelines and policies established by the Agriculture Department Director and in accordance with all applicable COUNTY policies. The Garden Curator shall be charged with establishing standards for operating the Garden in accordance with the professional standards of the American Association of Botanical Gardens and Arboreta, so that the Garden is operated as an accreditable public garden facility.

E. All employees shall be supervised by the Garden Curator who shall comply with all COUNTY personnel rules in supervising and administering employees of the Garden. The CORPORATION, with the approval of the Director of the Agriculture Department, may provide funds to the COUNTY to supplement the Garden staff with additional employees. These employees will be hired and managed in accordance with County personnel rules and will all necessary funding from the CORPORATION.

F. The Board of County Commissioners of Palm Beach County shall have the authority to resolve any conflict between the CORPORATION and the Director of the Agriculture Department with regard to the operation of the Garden.

II. Funding and Budget

A. The CORPORATION shall share in providing funding for collections, education programs, and events. All funds raised from public or private sources by the CORPORATION shall be used in their entirety to support the Garden and its programs as stated in the CORPORATION'S bylaws. The CORPORATION shall provide funding for promotion of membership. The CORPORATION may provide funding in other areas at its discretion. The CORPORATION shall prepare an annual budget and provide the COUNTY with copies of said budget. Additionally, the CORPORATION shall provide the COUNTY with an annual independent audit of income and expenses for the Garden and the COUNTY shall have access to the books and records of the CORPORATION for inspection during normal business hours.

B. Subject to funding availability, the COUNTY shall be responsible for providing operating personnel, maintenance personnel and security for the Garden, and shall be responsible for providing and paying for all maintenance, security, and utility services for the Garden. Those services paid for by the CORPORATION shall be in addition to those paid by the COUNTY. The COUNTY shall provide such services and utilities in accordance with the recommendations of the Garden Curator, and in such a manner that the Garden shall be operated in accordance with criteria established by the American Association of Botanical Gardens and Arboreta, subject to funding availability and in accordance with the County budgeting process. The CORPORATION shall have the authority to supplement the cost of operation, maintenance and security at the request of the Garden Curator. Such costs paid for by the CORPORATION shall be in addition to those paid by the COUNTY.

C. The Garden Curator, with the advice and guidance of the DIRECTORS, shall prepare and submit to the Director of the Agriculture Department an annual operating budget request, as a part of the Department's budget, which shall be subject to the approval of the COUNTY as part of its normal budgeting process. The Garden Curator shall submit the proposed budget as required to meet the budgetary time constraints of the COUNTY. The COUNTY shall identify the funds allocated for the Garden within the Agriculture Department budget and this information will be available to the CORPORATION.

III. Use of Garden Facility

A. The Garden Curator, shall administer the use of the Garden. The CORPORATION acknowledges that the Garden shall be open to all County residents on an equal, nondiscriminatory basis.

B. All revenues generated by the use of, or programs held at, the Garden, other than those generated by the Agriculture Department's ongoing educational programs, shall be paid to the CORPORATION. The CORPORATION shall use these funds to meet the financial requirements imposed on the CORPORATION by the terms of this Agreement.

C. The DIRECTORS shall have the authority to grant concessions at the Garden during special events, including plant sales, and shall establish a policy for concessionaires and the granting of concessions, which policy shall be subject to the review of the Director of the Agriculture Department. Any revenues generated by such concessions which are paid to the CORPORATION shall be used by the CORPORATION to meet its financial responsibilities under the terms of this Agreement.

D. Should space become available, the CORPORATION shall have the exclusive right to establish and operate a garden shop in the Garden. All revenues generated by the garden shop shall be used by the CORPORATION to meet its financial responsibilities under the terms of this Agreement.

IV. Master Plan and Expansion and Development of Garden

A. The CORPORATION, with the assistance of the COUNTY, has prepared a Master Plan for the proposed expansion and development of the Garden. The parties agree that the CORPORATION shall be consulted as the Master Plan is implemented or revised, and that any proposal presented to the Board of County Commissioners shall have the opinion of the DIRECTORS attached.

V. Garden Curator

A. The Director of the Agriculture Department shall be responsible for the appointment and dismissal of the Garden Curator and shall retain supervisory responsibility in accordance with County personnel rules.

B. Should it be necessary at any time to replace the Garden Curator, the COUNTY agrees that a member of the DIRECTORS shall sit on the selection committee.

VI. Term of Agreement

A. This Agreement shall remain in effect for such time as the COUNTY owns the Garden, unless sooner terminated by mutual written agreement of the parties. Parties hereto agree that a termination shall not be effective until 60 days from the date of receipt of written notice to terminate.

B. At any time in the future should the COUNTY decide, for whatever reason, that it no longer will operate the Garden then it is agreed that the CORPORATION will have first opportunity to assume responsibility for its operation and management.

VII. Additional Provisions

A. This Agreement contains the complete agreement of the parties, and may not be amended except in writing executed by both parties.

B. The CORPORATION shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CORPORATION further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

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

By: [Signature]
Chair

Date: JAN 7 1992

EDMONT BAUER, CLERK
Board of County Commissioners

By: [Signature]
DEPUTY CLERK

ATTEST:

JOHN B. DUNKLE, CLERK

By: [Signature]
Deputy Clerk

THE FRIENDS OF THE MOUNTS
BOTANICAL GARDEN, INC.

By: [Signature]
President

Date: 11/20/91

[Signature]
Witness

[Signature]
Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2022, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as “COUNTY”), and the Friends of the Mounts Botanical Garden, Inc., a Florida not-for-profit corporation (hereinafter referred to as “FMBG”) (collectively the “Parties”).

WITNESSETH

WHEREAS, the COUNTY has established, owns, and operates the Mounts Botanical Garden (hereinafter referred to as the “Garden”); and

WHEREAS, FMBG was established as a private citizen support group to assist in the operation and maintenance of the Garden; and

WHEREAS, the COUNTY and FMBG have cooperated in the operation and management of the Garden since 1983; and

WHEREAS, the COUNTY and FMBG memorialized their understanding of the roles that each plays in the operation and management of the Garden in that certain Mounts Botanical Garden Agreement dated January 7, 1992 (“1992 Agreement”); and

WHEREAS, the parties have initiated a process to reassess their future roles and responsibilities as they continue to collaborate in the operation and management of the Garden; and

WHEREAS, the parties believe that the development of a new Master Plan for the Garden is an essential preparatory and foundational step to facilitate the reassessment of their continued collaboration; and

WHEREAS, the parties desire to clearly define their respective roles in the development of the new Master Plan for the Garden in this Agreement which will act to supplement the 1992 Agreement;

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

I. Recitals The recitals above are incorporated herein by reference.

II. Definitions

“**BCC**” shall mean the Palm Beach County Board of County Commissioners.

“**Consultant**” shall mean the consultant chosen pursuant to the terms of this Agreement to prepare the Master Plan.

“**COUNTY**” shall mean Palm Beach County.

“**Extension Department Director**” shall mean the Director of the Cooperative Extension Service Department who is an employee of the COUNTY and reports to the Assistant County Administrator.

“**Extension Department**” shall mean the Palm Beach County Cooperative Extension Service Department.

“**FMBG**” shall mean the Friends of the Mounts Botanical Garden, Inc.

“**FMBG Board**” shall mean the Board of Directors of FMBG.

“**Garden**” shall mean the premises of the Mounts Botanical Garden in Palm Beach County located at 531 N. Military Trail, West Palm Beach, FL 33415, as depicted on **Exhibit “A”** attached hereto and incorporated herein, including the real estate and all improvements encompassing the Mounts Botanical Garden that are owned or leased by the COUNTY.

“**Master Plan**” shall mean a comprehensive document to be developed by FMBG and the COUNTY, pursuant to the provisions of this Agreement, providing a graphic, numerical and narrative representation of the overall intent, planned uses, capital needs, operational requirements, and strategic approach for the development of the Garden.

III. Master Plan Preparation and Amendment Process

A. Development of Master Plan. FMBG, with the cooperation and assistance of the COUNTY as described in detail below, will develop a new Master Plan for the Garden.

1. Selection of the Consultant. FMBG shall select a consultant to develop the new Master Plan (“Consultant”). When selecting the Consultant, FMBG will follow the qualifications based selection process for professionals as set out in F.S. Section 287.055 Consultant’s Competitive Negotiation Act (CCNA) and COUNTY policies and procedures regarding the same. COUNTY staff will assist FMBG in implementing the CCNA selection process, as needed and as requested. The FMBG Board will name three (3) of the six (6) voting members on the selection committee(s), and COUNTY staff will name three (3) of the six (6) voting members on the selection committee(s). During the Consultant selection process, FMBG may, at its sole discretion, cancel the selection process and reissue the request for proposals or qualifications pursuant to the CCNA, or terminate the selection process and terminate this Agreement pursuant to Section IV.C below,

2. Funding for Development of the Master Plan. FMBG agrees to fund the costs of selecting the Consultant and the costs set forth in the Consultant Contract for development of the new Master Plan.

3. Consultant Contract. FMBG may negotiate, approve and execute, in its name, the contract with the Consultant selected to develop the Master Plan (“Consultant Contract”). FMBG must include provisions in the Consultant Contract that:

- a. Require the Consultant to provide all of the types and amounts of insurance as set out in Section V.D.2;
- b. Require the Consultant to name the COUNTY as an additional insured on all insurance policies;
- c. Require the Consultant to indemnify the COUNTY using language similar to that provided in Section V.E below;
- d. Name the COUNTY as an intended third-party beneficiary of the contract and allow the contract to be assigned to the COUNTY in the event this Agreement is terminated by either party under Section IV.C.2 herein; and
- e. Outline a schedule for the development of the Master Plan from notice to proceed after contract execution through its presentation to the BCC for final consideration and approval.

4. Review and Comment during Development of the Master Plan. As the Consultant develops the Master Plan, FMBG agrees that the Extension Department Director will be involved in all reviews and allowed to provide comments on behalf of the COUNTY which FMBG, in good faith, will consider for inclusion in the Master Plan. The Parties agree that the development of the Master Plan shall be a collaborative effort between the COUNTY and FMBG. To that end, the Parties agree to make good faith efforts to resolve any disagreements regarding the Master Plan prior to it being considered for approval by the BCC.

B. Approval of the Master Plan. Upon completion of the Master Plan and recommendation of approval of same by the FMBG Board, the Extension Department Director will submit the new Master Plan to the BCC for approval. County staff will endeavor to submit the Master Plan at the next available BCC meeting, subject to County internal agenda submittal timelines.

C. Implementation. After approval by the BCC, the COUNTY and FMBG will work cooperatively to fund and implement the new Master Plan pursuant to the 1992 Agreement, as the same may be amended from time to time.

D. Amendments to the Master Plan. FMBG and the COUNTY agree that the Master Plan when developed and after approval by the BCC will control the development of the Garden. FMBG and the COUNTY agree that only projects that are contemplated by or consistent with the

Master Plan shall be pursued and funded. Any amendment to the Master Plan shall be approved by both the FMBG Board and the BCC. When a request for an amendment to the Master Plan is made by either Party, the request will be placed for consideration before the FMBG Board as soon as practicable after notice of the request is received. Following FMBG Board approval, County staff will endeavor to submit the Master Plan amendment to the BCC at the next available BCC meeting, subject to County internal agenda submittal requirements.

IV. Term of Agreement

A. Initial Term. The initial term of this Agreement is for two (2) years, unless sooner terminated as provided for herein. The initial term shall commence immediately upon full execution of this Agreement and approval by the BCC.

B. Renewal Terms. This Agreement may be renewed for three (3) additional terms of one (1) year each. At least 120 days before expiration of a term, FMBG must provide the COUNTY with a written request to renew this Agreement. Such renewal will require approval of both parties and the COUNTY may not unreasonably withhold its approval of the renewal.

C. Termination.

1. Prior to execution of the Consultant Contract, this Agreement may be terminated by either party for any reason or no reason upon thirty (30) days' prior written notice, thereafter all rights and obligations of the Parties hereunder shall terminate.

2. After FMBG executes the Consultant Contract, this Agreement may only be terminated by either party for cause, as defined below, upon sixty (60) days' prior written notice.

a. FMBG may terminate for cause if at any time during the term of this Agreement the FMBG Board determines that FMBG no longer desires to pursue the development of a Master Plan for the Garden.

b. COUNTY may terminate for cause if FMBG fails to perform its obligations under this Agreement to either (i) manage the Consultant Contract to ensure the Consultant adheres to the schedule contained in the Consultant Agreement or (ii) allow the Extension Department Director to comment on the Master Plan as provided for in Section III.A.4 above.

c. In the event either party terminates for cause as provided for in this subsection, then FMBG, if requested by the COUNTY, must assign the Consultant Contract to the COUNTY and deliver all plans, drawings or work product developed under the Consultant Contract to the COUNTY, and all obligations of FMBG hereunder shall terminate.

V. Additional Provisions

A. Entire Agreement. This Agreement contains the complete agreement of the parties as to the subject matter herein, and may not be amended except in writing executed by both parties.

B. Arrears. FMBG will not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. FMBG further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

C. Availability of Funds. The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the BCC.

D. Insurance.

1. FMBG Insurance. FMBG shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by FMBG, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by FMBG under the Agreement. FMBG agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

a. Commercial General Liability: FMBG shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability and Liquor Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

b. Workers' Compensation Insurance & Employer's Liability: FMBG shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

c. Waiver of Subrogation: Except where prohibited by law, FMBG hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 FMBG 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should FMBG enter into such an agreement on a pre-loss basis.

d. Certificates of Insurance: On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, FMBG shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Cooperative Extension Service Department

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

e. 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 to ensure compliance with the requirements of this Agreement .

2. Insurance Required of Master Plan Consultant. Pursuant to Section III.A.3, FMBG will require the Consultant selected to develop the Master Plan to maintain insurance in the following minimum amounts:

- a.** Commercial General Liability insurance with limits of no less than \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. FMBG will also require that the Consultant include a Waiver of Subrogation against COUNTY.
- b.** Business Automobile Liability insurance with limits of no less than \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- c.** Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, which shall include coverage for Employer's Liability with limits of no less than \$1,000,000 each accident.

- d. Design professionals must also provide Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 per occurrence.
- e. All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- and Class VII or better.
- f. FMBG will require its Consultant to include COUNTY and FMBG as Additional Insureds on each applicable liability insurance policy. The Additional Insured endorsement for the COUNTY will read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents”, c/o Facilities Development and Operations Department, 2633 Vista Parkway, West Palm Beach, FL, 33411.

E. Indemnification. FMBG 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 FMBG performance of the terms of this Agreement or due to the acts or omissions of FMBG.

This provision will survive termination or expiration of the Agreement.

Pursuant to Section III.A.3, FMBG will include in its Consultant Contract with the Consultant the following indemnity clause indemnifying the County:

Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Consultant Contract.

F. Successors and Assigns. The COUNTY and FMBG each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor FMBG shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

G. Governing Law; Venue; 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 state 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.

H. No Third Party Beneficiary. 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 FMBG.

I. Independent Contractor Relationship. FMBG is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the FMBG'S sole direction, supervision, and control. FMBG shall exercise control over the means and manner in which it and its employees perform the work, and in all respects FMBG'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. FMBG does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

J. Access and Audits; Inspector General. FMBG shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at FMBG'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 FMBG, 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.

K. 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, FMBG warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

L. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances 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.

M. Notice. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Cooperative Extension Service Department
559 N. Military Trail
West Palm Beach, FL 33415

With copies to:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to FMBG, notices shall be addressed to:

President
Friends of the Mounts Botanical Garden, Inc.
559 N. Military Trail
West Palm Beach, FL 33415

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

1. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
2. 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. FMBG 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.

3. 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 FMBG does not transfer the records to the public agency.

4. Upon completion of the Agreement, FMBG shall transfer, at no cost to the COUNTY, all public records in possession of FMBG 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 FMBG transfers all public records to the COUNTY upon completion of the Agreement, FMBG shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If FMBG keeps and maintains public records upon completion of the Agreement, FMBG shall meet all applicable requirements for retaining public records. All records stored electronically by FMBG 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 FMBG to comply with the requirements of this article shall be a material breach of this Agreement. 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. FMBG 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 FMBG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS 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.

O. Counterparts. This Agreement, 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 Agreement through electronic or manual means. FMBG shall execute by manual means only, unless the COUNTY provides otherwise.

P. E-Verify - Employment Eligibility. FMBG warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of FMBG'S subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

FMBG shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. FMBG shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that FMBG has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that FMBG'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify FMBG to terminate its contract with the subconsultant and FMBG shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, FMBG shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, FMBG shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and FMBG has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
Clerk & Comptroller

**PALM BEACH COUNTY, a Political
Subdivision of the State of Florida,
by its Board of County Commissioners**

By: _____
Deputy Clerk

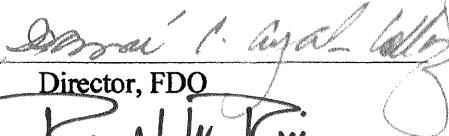
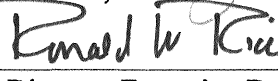
By: _____
Mayor

(SEAL)

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: 
Asst. County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Director, FDO
By: 
Director, Extension Department

FRIENDS OF THE MOUNTS BOTANICAL GARDEN, INC.

Witnesses for Friends:

Andrew H. White

Witness Signature

Andrew H. White

Name (typed or printed)

[Signature]

Witness Signature

Rochelle Ibancz-Walberg

Name (typed or printed)

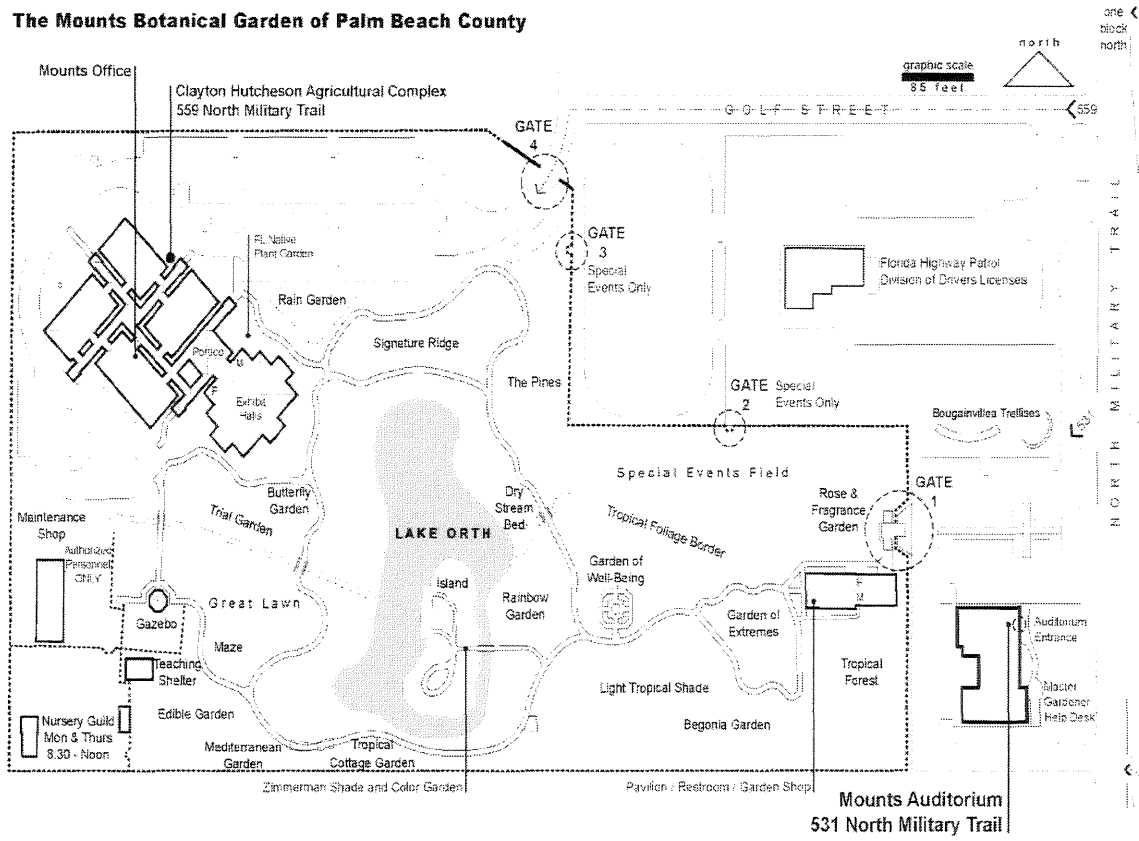
By: Paton White

President

Name Printed: Paton White

EXHIBIT A MOUNTS BOTANICAL GARDEN

The Mounts Botanical Garden of Palm Beach County





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2022

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).

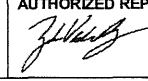
PRODUCER BHS Insurance 3055 44th St SW Grandville, MI 49418	CONTACT NAME: PHONE (A/C, No, Ext): (616) 531-1900		FAX (A/C, No): (616) 574-3317
	E-MAIL ADDRESS:		
INSURED Friends of the Mounts Botanical Garden Inc 531 N. Military Trail W. Palm Beach, FL 33415		INSURER(S) AFFORDING COVERAGE INSURER A : The Hartford	NAIC # 22357
		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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			81UUNOZ1345	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liab \$ 1,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			81UENOZ1300	9/30/2021	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			81RHUOZ1347	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	81WEOZ1H1H	9/30/2021	9/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as additional insured, relative to General Liability, as required by written contract, per the insured's policy forms. A Waiver of Subrogation applies to the additional insured, relative to General Liability and Workers Compensation, as required by written contract.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Cooperative Extension Service Department 559 N Military Trail West Palm Beach, FL 33415	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2022

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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.

PRODUCER: BHS Insurance, 3055 44th St SW, Grandville, MI 49418
CONTACT NAME:
PHONE (A/C, No, Ext): (616) 531-1900
FAX (A/C, No): (616) 574-3317
INSURER(S) AFFORDING COVERAGE: INSURER A: The Hartford, NAIC #: 22357
INSURED: Friends of the Mounts Botanical Garden Inc, 531 N. Military Trail, W. Palm Beach, FL 33415

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as additional insured, relative to General Liability, as required by written contract, per the insured's policy forms.

CERTIFICATE HOLDER: Palm Beach County Board of County Commissioners, c/o Cooperative Extension Service Department, 559 N Military Trail, West Palm Beach, FL 33415
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: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2022

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PRODUCER: BHS Insurance, 3055 44th St SW, Grandville, MI 49418
INSURED: Friends of the Mounts Botanical Garden Inc, 531 N. Military Trail, W. Palm Beach, FL 33415
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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CERTIFICATE HOLDER: Palm Beach County Board of County Commissioners
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.

