Agenda Item: 3L-2

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

	AGENDATIE	M SUMMARY	
Meeting Date:	January 23, 2024	( <b>X</b> ) Consent ( ) Workshop	()Regular ()Public Hearing
Department:	Environmental Resource	es Management	
	<u>I. EXECU</u>	JTIVE BRIEF	
Agreement and Lice Seaview at Juno B vegetation on a Co	ense for Property Acces Seach Property Owner's	ss to Trim Vegetatios Association, Inc., Juno Beach, to e	file Amendment to the n (Agreement) with the for trimming of native extend the term of the
Agreement (R2019-0 all future time extensivith this Agreement change the scope of revises certain stand that do not affect the Agreement terminating County PPM CW-C	0106) and authorized the isions, task assignment it, and any necessary referons and condard County provisions is location or scope of the ion from January 15, 20 0-051, all delegated contains department as a referons.	e County Administra s, certifications and ninor amendments of nditions of this Agree updates Exhibit B v e License Premises, 24 to November 1, 2 ontracts, agreements	tor, or designee, to sign other forms associated that do not significantly ement. The Amendment with minor modifications and extends the current 027. In accordance with s, and grants must be a item. There is no cost
of Highway A1A in Ju allows the Seaview vegetation (sea gra Association is respo damage caused to C lighting evaluations expenses to comp	uno Beach immediately a v Condominium to trir pes) growing on Count onsible for obtaining all County property due to the to ensure that trimming	south of the Juno Bea n approximately 14 y property along the local and state perm le trimming. The Asse does not lead to sea d/or potential repa	located on the west side ach Pier. The Agreement 0 linear feet of native e east side of A1A. The lits and for any potential ociation will also conduct a turtle disorientation. All ir work would be the ssociation, Inc.
Attachments: 1. Amendment to A 2. Delegation of Au	•		
Recommended by:	Department Director	Duch	//- <i>Z9-Z</i> -5_s
		2	

## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years		2024	2025	2026	2027	2028
Capital Expe	nditures					
Operating Co	osts					
External Rev	enues					
Program Inco	ome (County	y)				
In-Kind Matc	h (County)					
NET FISCA	L IMPACT	0				
# ADDITIONS		e)				
Is Item Inclu	ded in Curre	ent Budget?		Yes	No <u>X</u>	
Does this ite	m include th	ne use of fed	eral funds?	Yes	No <u>X</u>	
Does this ite	m include tl	he use of sta	te funds?	Yes	No <u>X</u>	
Budget Acco	ount No.: N/	A				
Fund [	Department_	Unit	Object	Program	1	
В.			of Funds/Su associated wit	mmary of Fish	scal Impact:	
C.	Department	t Fiscal Revie	ew:			
		III. F	REVIEW COM	<u>IMENTS</u>		
A.	OFMB Fisc	al and /or Co	ntract Dev. a	nd Control C	omments:	
	OFMB DC	refe	Cont	ract Develop	ment and Co	ntrol N.P.
В.	Legal Suffice Assistant C	ciency:	ر اعاد ney			
C.	Other Depa	artment Revie	ew:			
	Departmen	t Director				

#### **AMENDMENT TO**

# AGREEMENT AND LICENSE FOR PROPERTY ACCESS TO TRIM VEGETATION BETWEEN

#### PALM BEACH COUNTY

AND SEAVIEW AT JUNO BEACH PROPERTY OWNER'S ASSOCIATION, INC.

THIS AMENDMENT TO THE AGREEMENT AND LICENSE is made and entered into on this 4 day of November, 2023, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Grantor" or County, and SEAVIEW AT JUNO BEACH PROPERTY OWNER'S ASSOCIATION, INC. hereinafter referred to as "Grantee", both being herein referred to collectively as the "parties" for the sole purpose of providing access for permit approved trimming of native vegetation.

#### WITNESSETH:

WHEREAS, the parties entered into the Agreement and License for Property Access to Trim Vegetation ("Agreement") on January 15<sup>th</sup>, 2019 (R2019-0106), to grant Grantee access over County property for permit approved trimming of native vegetation; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement from January 15<sup>th</sup>, 2024 to November 1<sup>st</sup>, 2027, revise certain provisions as described below, and update Exhibit B with minor modifications that do not affect the location or scope of the License Premises;

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

1. Section 6, Term, of the Agreement is hereby amended as follows:

This Agreement shall be effective upon execution by both parties and shall continue for five (5) years from the date of execution, until November 1<sup>st</sup> 2027, unless earlier terminated as provided herein. After the initial five year term, the parties shall in good faith evaluate whether this Agreement has had a detrimental effect on sea turtles and, if not, whether it should be extended. At that time, the parties may decide to extend the Agreement for an additional period of time to be agreed upon by the parties.

2. Section 9, Insurance, of the Agreement is hereby amended as follows:

Grantee and its subcontractors, agents or vendors who actually perform the vegetation trimming work provided for herein shall maintain the insurance provided for herein below, which shall cover Grantee's performance under this Agreement.

Grantee agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as GRANTOR's review or acceptance of

insurance maintained by Grantee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Grantee under this contract. In addition, Grantee agrees to notify GRANTOR of any cancellation, non-renewal or material change taking place during the life of this Agreement.

Commercial General Liability Grantee agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Additional Insured Grantee agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or its equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

Waiver of Subrogation Except where prohibited by law, Grantee hereby waives any and all rights of Subrogation against the GRANTOR, 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 Grantee 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 Grantee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance On execution of this Agreement, within forty-eight (48) hours of a request by Grantor, and upon expiration of any of the required coverage throughout the term of this Agreement. Grantee agrees to provide GRANTOR a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, Grantee agrees to notify GRANTOR of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

#### PALM BEACH COUNTY

Director
Palm Beach County Department of Environmental Resources Management
2300 North Jog Road 4th floor
West Palm Beach, FL 33411
Facsimile: 561-233-2414

<u>In addition</u> to the requirements above, the following requirements apply to the vendor(s) / subcontractors who will be doing the work.

Business Automobile Liability Grantee agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Grantee does not own automobiles, Grantee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business

Auto Liability policy. Coverage shall be provided on a primary basis.

Worker's Compensation Insurance & Employers Liability Grantee agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.

Additional Insured Grantee agrees to endorse GRANTOR as an Additional Insured with a CG2026 Additional Insured or its equivalent—Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

Waiver of Subrogation Grantee hereby waives any and all rights of Subrogation against the GRANTOR, 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 Grantee 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 Grantee enter into such an agreement on a pre-loss basis.

Umbrella or Excess Liability. Grantee may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Grantee agrees to endorse GRANTOR as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

<u>Right to Review</u> GRANTOR reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the GRANTOR reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

3. Section 11, Non-Discrimination, of the Agreement is hereby amended as follows:

Non-Discrimination. Grantor and Grantee agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The Grantor 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 Grantee 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.

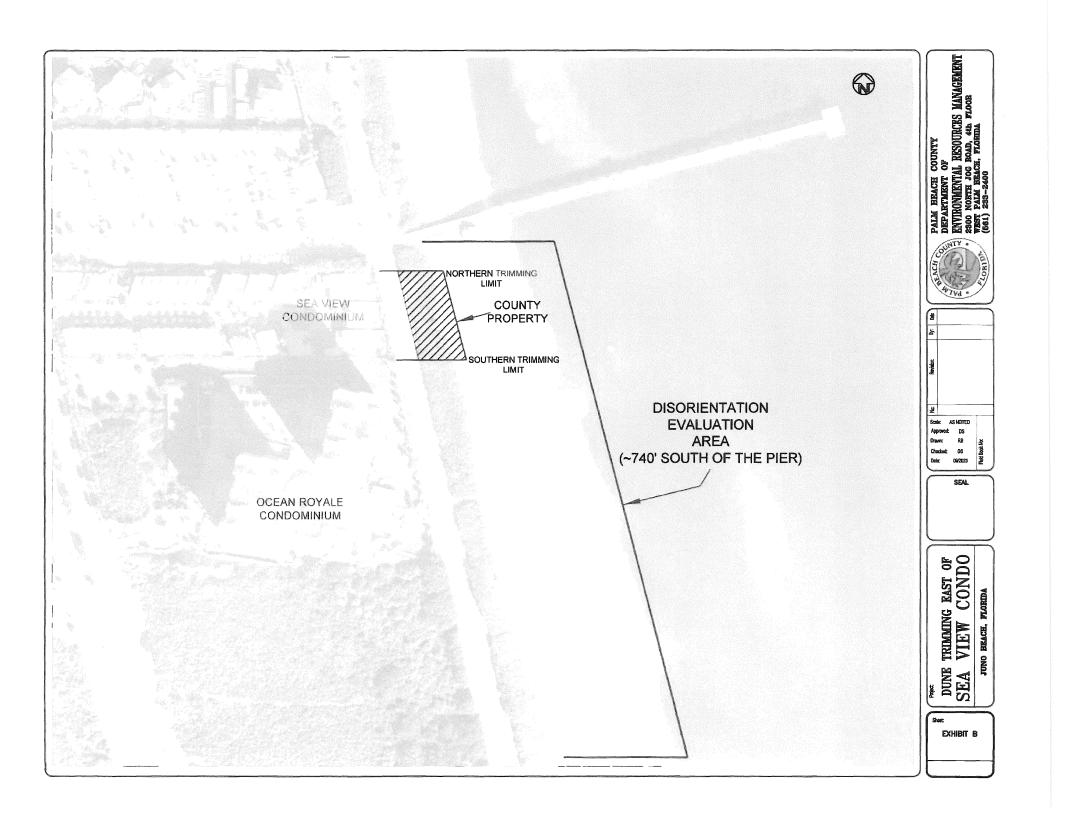
As a condition of entering into this Agreement, the Grantee represents and warrants that it will comply with the Grantor's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Grantee shall not discriminate on the basis of race, color, 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 Grantee retaliate against any person for reporting instances of such discrimination. The Grantee 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 Grantor's relevant marketplace in Palm Beach County. The Grantee understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in Grantor contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Grantee shall include this language in its subcontracts.

- 4. Exhibit B, Dune Trimming East of Sea View Condo, of the Agreement is hereby deleted in its entirety and replaced with Exhibit B, attached hereto and incorporated herein.
- 5. All other terms and conditions of the Agreement shall remain in full force and effect.

The remainder of this page intentionally left blank

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

SEAVIEW AT JUNO BEACH PROPERTY OWNER'S ASSOCIATION	N, INC.
Charles Glorioso, Board President	
Date: 10/31/23	
APPROVED AS TO FORM AND LEGAL SUFFICIENTY:	PALM BEACH COUNTY
BY: /s/ Scott A. Stone Scott A. Stone Assistant County Attorney	BY:  Deborah Drum, Department Director Environmental Resources Management
<b>Date:</b> 11/6/23	Date: 11-14-23





# INTEROFFICE MEMORANDUM Palm Beach County Environmental Resources Management

DATE:

January 31, 2019

TO:

Verdenia C. Baker County Administrator

THROUGH:

Patrick Rutter

**Assistant County Administrator** 

FROM:

Deborah Drum, Director

Environmental Resources Management

PW

SUBJECT:

REQUEST FOR DELEGATION OF APPROVAL AUTHORITY: Agreement and License for Property Access to Trim Vegetation with Seaview at Juno Beach Property Owner's Association, Inc. for permit approved trimming of vegetation on County owned beach front property in Juno Beach for a term of five years.

On January 15, 2019, agenda item 3L3 (R2019-0106) the Board of County Commissioners approved the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED:

DATE

Verdenia C. Baker, County Administrator

DD:kf Attachment



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2023

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).

th	nis certificate does not confer rights to	the	certi	ficate holder in lieu of su	ch end	orsement(s).				. A 5	laternent on
	DUCER				CONTAC NAME:	т					
Plastridge Insurance Agency 10337 N. Military Trail				PHONE (A/C, No, Ext): (561) 630-4955 FAX (A/C, No): (561) 630-4966					630-4966		
	n Beach Gardens, FL 33410				E-MAIL ADDRES	ss: palmbea	chdocs@pl	lastridge.com			
						INS	URER(S) AFFOR	DING COVERAGE			NAIC#
					INSURER A: Trisura Specialty Insurance Company						16188
INSU	JRED				INSURER B: Technology Insurance Company					42376	
	Seaview at Juno Beach POA		INSURER C:								
	3900 Woodlake Blvd.#309					INSURER D:					
	Lake Worth, FL 33463				INSURER E :						
					INSURE	RF:					
CO	VERAGES CERT	IFIC	ATE	NUMBER:				REVISION NUM	IBER:		
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								MED EXP (Any one p	person)	\$	5,000
								PERSONAL & ADV I	NJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	ATE	\$	2,000,000
	X POLICY PRO-							PRODUCTS - COMP	P/OP AGG	\$	2,000,000
Α	OTHER:  AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	ANY AUTO			CIUHOA402487-01		8/28/2023	8/28/2024	BODILY INJURY (Pe	r person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Pe	r accident)	\$	
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										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENC	Œ	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION\$									\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		TWC4325515		11/8/2023	11/8/2024	E.L. EACH ACCIDEN	NT.	\$	500,000
								E.L. DISEASE - EA E	MPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL		\$	500,000
Α	Crime			CIUHOA402487-01		8/28/2023	l	Prop Mgr Inclu	ıded		100,000
Α	Directors and Office			CIUHOA402487-01		8/28/2023	8/28/2024				
	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORE	) 101, Additional Remarks Schedu	ıle, may b	e attached if mor	re space is requi	red)			
'''	FAL OF 23 UNITS										
Liab	pility policy includes Separation of Insure	ed/Se	evera	bility of Insured							
Pro	perty Manager included in Crime										
Pair	m Beach County Board of County Comm	issic	ners	, a Political Subdivision of	the Sta	ite of Florida,	, its Officers,	Employees and	Agents		
CE	RTIFICATE HOLDER				CANO	CELLATION					
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. 2300 North Jog Road, 4th Floor					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						
1	West Palm Beach, FL 33411										

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### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/30/2023

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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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER				MO-DHIE:	DeLeon				
A C Insurance Services			PHONE (AJC, No. Ext): (561) 684-2886 FAX (AJC, No): (561) 684-9855						
1274 N Military Trail				E-MAIL ADDRESS: marbelis@myacis.com					
				INS	URER(S) AFFOR	RDING COVERAGE	NAIC#		
West Palm Beach			FL 33409	INSURER A : BURLIN	IGTON INSU	RANCE COMPANY	19658		
INSURED				INSURER B: Ascendant Insurance Company					
Santos's Lawn Service, Inc.				INSURER C:					
564 Chipewyan Dr				INSURER D :					
· -				INSURER E :					
Lantana			FL 33462	INSURER F:					
COVERAGES CEF	RTIFIC	CATE	NUMBER:			REVISION NUMBER:	A		
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						MED EXP (Any one person) \$ 5,0	00		
A	Y	N	164B0921	09/20/2023	09/20/2024		00,000		
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POLICY PRO- LOC						PRODUCTS - COMP/OP AGG \$ 2,0	00,000		
OTHER:						\$			
AUTOMOBILE LIABILITY	1					COMBINED SINGLE LIMIT (Ea accident)			
ANY AUTO						BODILY INJURY (Per person) \$			
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AND EMPLOYERS' LIABILITY Y/N							3 000		
B OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N	WC-79537-0	09/21/2023	09/21/2024	E.L. EACH ACCIDENT \$ 100			
						E.L. DISEASE - EA EMPLOYEE \$ 100			
DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 500	0,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ACORE	101, Additional Remarks Schedu	le, may be attached if mor	re space is requir	red)			
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Additional Insured -Owners, Lessees Or C	ontra	cors.	- Automatic Status vynen R	equirea Agreement	VVIIN YOU				
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to the control side into points.									
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				AUTHORIZED REPRESENTATIVE					
2300 North Jog Road 4th Flo	oor			l .					
West Palm Beach			FI 33411	Frak of	Lorge				

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