

RESOLUTION NO AC2010-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT, FLORIDA, APPROVING A REVISION REQUESTED BY PALM BEACH COUNTY AND APPROVAL BY THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY TO THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN ACME IMPROVEMENT DISTRICT, PALM BEACH COUNTY AND THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY, INC FOR FUNDING OF THE WELLINGTON FACILITY CONSTRUCTION AND AUTHORIZING THE PRESIDENT AND BOARD SECRETARY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 31, 2010 the Acme Improvement District Board of Supervisors approved Resolution No. AC2010-07 to revise the tri-party funding agreement between the parties to account for a change in the location of the facility and extensions in design and construction time associated with the project; and

WHEREAS, the County following passage of Resolution No. AC2010-07 has requested further modification relating to payment for the Inspection General services; and

WHEREAS, a revised First Amendment to the Agreement has been prepared and is attached hereto as Exhibit "A"; and

WHEREAS, the staff recommends the Board of Supervisors approve the revised Amendment to the Agreement to facilitate funding and construction of the new Boys and Girls Club Facility in Wellington; and

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF SUPERVISORS OF ACME IMPROVEMENT DISTRICT, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Board of Supervisors hereby approves the revised First Amendment to the Agreement between Palm Beach County, ACME Improvement District, and Boys and Girls Club of Palm Beach County, Inc. for funding of the Wellington facility, attached hereto as Exhibit "A", and authorizes the President and Board Secretary to execute the First Amendment Agreement on behalf of Acme Improvement District.

SECTION 3. This Resolution shall become effective immediately upon adoption.


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PASSED AND ADOPTED this 9th day of November, 2010.

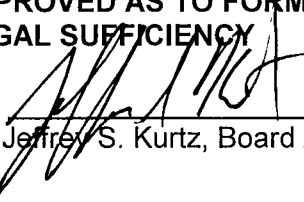
ATTEST:

ACME IMPROVEMENT DISTRICT, FLORIDA

BY: 
Awilda Rodriguez, Board Secretary

BY: 
Darell Bowen, President

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
Jeffrey S. Kurtz, Board Attorney

R2010.1909

FIRST AMENDMENT TO AGREEMENT WITHN ACME IMPROVEMENT DISTRICT AND BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC. FOR FUNDING OF THE WELLINGTON FACILITY CONSTRUCTION

THIS FIRST AMENDMENT TO AGREEMENT is entered into on NOV 16 2010, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", Acme Improvement, District, a dependent district of the Village of Wellington, hereinafter referred to as "DISTRICT", and Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, on October 21, 2008, COUNTY entered into an Agreement with DISTRICT and AGENCY (R-2008-1922) to provide funding in an amount not-to-exceed \$600,000 for construction of a new Wellington Boys and Girls Clubs Facility (the Project) to be completed on or before October 20, 2011; and

WHEREAS, AGENCY and the Village of Wellington agreed that the property located at the Civic Site of Wellington Countryplace leased from DISTRICT was not the most favorable location for the new Wellington Boys and Girls Club Facility; and

WHEREAS, AGENCY entered into a new long term lease with DISTRICT for property located at 1190 Wellington Trace that will better serve the community's youth; and

WHEREAS, AGENCY has provided revisions to "Exhibit A" including a revised Project Description and Cost Estimate for the facility to be built at the new site Project and a new "Exhibit B", which is the legal description for the new site; and

WHEREAS, AGENCY has requested that COUNTY extend the project completion date of the project for twelve months to allow additional time to design and construct the project, which is needed due to the change in the location of the Project; and

WHEREAS, amendments to Bond funding Agreements now contain required Project completion milestones in order to assure timely Project completion; and

WHEREAS, COUNTY is now required to include language in all funding Agreements or Amendments to Agreements to ensure that language relative to Inspector General requirements is provided; and

WHEREAS, COUNTY'S non-discrimination language has changed and the new language needs to be included in all Agreements or Amendments to Agreements; and

WHEREAS, both parties desire to amend the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. The Project Description and Cost Estimate in "Exhibit A" within the Exhibits Section of the Agreement shall be replaced with the attached revised "Exhibit A" forms.

2. The Project Legal Description in "Exhibit B" within the Exhibits Section of the Agreement shall be replaced with the attached revised "Exhibit B" legal description; and

3. Sections 2.03 through 2.07 of the Agreement shall be deleted and the following Sections 2.03 through 2.07 shall be inserted:

"Section 2.03 AGENCY shall be responsible for completing engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than April 20, 2011.

Section 2.04 AGENCY shall award the bid for construction of the Project and commence Project construction no later than October 20, 2011. Prior to AGENCY commencing construction of the Project, AGENCY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.05 AGENCY shall totally complete the Project and open same to the public for its intended use on or before October 20, 2012.

Section 2.06 AGENCY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 as well as separate Status Reports at such times that design and construction milestones have been met during the design and construction of the Project. The Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative."

4. Section 5.01 of the Agreement shall be amended to delete the last line and to insert the following: "AGENCY AND DISTRICT shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, or sexual orientation or gender identity and expression with respect to use of the Project."

5. Article 6 of the Agreement shall be deleted and the following language shall be inserted:

"ARTICLE 6. ACCESS, AUDITS, AND INSPECTOR GENERAL

AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by AGENCY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. All parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this Interlocal Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties hereto, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

6. Article 8 of the Agreement shall be deleted and the following Article 8 shall be inserted:

"ARTICLE 8. TERMINATION FOR NON-COMPLIANCE

Upon occurrence of one or more of the following events set forth below, COUNTY may find AGENCY in non-compliance and shall use any and all rights and remedies to this Interlocal Agreement as indicated in Article 9 for non-compliance by AGENCY in the performance of any of the terms and conditions as set forth herein:

1. Failure to complete engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than April 20, 2011.
2. Failure to award the bid for construction of the Project and commence Project construction no later than October 20, 2011.
3. Failure to totally complete the Project and open same to the public for its intended use by October 20, 2012.
4. Failure in the performance of any of the material terms and conditions as set forth herein."

7. Article 9 of the Agreement shall be deleted and the following Article 9 shall be inserted:

Section 2.05 AGENCY shall totally complete the Project and open same to the public for its intended use on or before October 20, 2012.

Section 2.06 AGENCY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 as well as separate Status Reports at such times that design and construction milestones have been met during the design and construction of the Project. The Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative."

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2. Failure to award the bid for construction of the Project and commence Project construction no later than October 20, 2011.
3. Failure to totally complete the Project and open same to the public for its intended use by October 20, 2012.
4. Failure in the performance of any of the material terms and conditions as set forth herein."

7. Article 9 of the Agreement shall be deleted and the following Article 9 shall be inserted:

"ARTICLE 9. REMEDIES

In the event of any non-compliance by AGENCY in the performance of any of the terms and conditions as set forth in Article 8 and if AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. 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 or 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein."

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

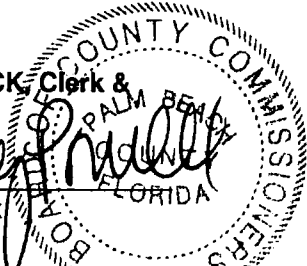
IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

SHARON R. BOCK, Clerk &
Comptroller

By:

Deputy Clerk



WITNESSES:

[Signature]
[Signature]

WITNESSES:

[Signature]
[Signature]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

AGENCY Attorney

R 2010 19 09 NOV 16 2010
PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By:

~~Dan A. Arnesen~~, Chair

[Signature]
Karen T. Marcus

ACME IMPROVEMENT DISTRICT

By: Darell Bowen

Name: (Type or Print)

President

Signature

BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY,
INC. FEI/EIN # 23-7060561

By:

MARY T. O'CONNOR

Name: (Type or Print)

President

Signature

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By:

COUNTY Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:

[Signature]
Eric Call Dennis L. Eshleman, Director
Parks and Recreation Department

Revised Project Description and Cost Estimate Boys & Girls Club of Wellington Facility Construction

Project Description

- The Boys & Girls Club of Wellington facility is currently located at 3401 South Shore Boulevard, south of Pierson Road. In an effort to maximize the use of this facility, the Village, in conjunction with the Boys & Girls Club, plans to relocate the construction of the new clubhouse from the current site to the Little Blue Skate Park at 1190 Wellington Trace adjacent to the Village's Safe Neighborhood office. Most of the users of the club currently reside in the northern areas of the Village, along either side of the Forest Hill Boulevard corridor, and the relocation of the facility to this site will result in reduced need for transit of children. The new location will also allow more of the neighborhood children to attend programs and will allow for shared programs hosted by the Boys & Girls Club and the Safe Neighborhood office. The Village Council, representing Acme Improvement District, approved a new long-term lease agreement with the Palm Beach County Boys & Girls Clubs, Inc. for the property on February 9, 2010.

The proposed facility will consist of approximately 22,570 sq. ft., which is an increase of 2,170 square feet from the originally proposed facility. Construction of the new facility could begin as early as early 2011. Project elements inside the new facility include:

- an indoor full-size basketball court
- an arts and crafts room
- a computer/homework station
- a multi-use room
- a senior lounge; and
- a science lab
- exercise room

Outdoor project elements now include the construction of:

- approximately 46 parking spaces
- two spaces for both club buses and vans
- three outdoor basketball courts
- Open space children's play area
- Site work to include demolition of two existing buildings

Cost Estimate

- Based on the construction costs of the same facility in Riviera Beach, the cost estimate for site work, permitting and construction is \$2,850,000.

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTIONS 10 AND 11, TOWNSHIP 44 SOUTH, RANGE 41 EAST, BEING A PORTION OF PARCEL "A" OF THE PLAT OF EASTWOOD OF WELLINGTON, P.U.D., AS DESCRIBED IN PLAT BOOK 32, PAGES 90-91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELLINGTON TRACE (80' R/W) AT THE WESTERNMOST CORNER OF SAID PARCEL "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 52°15'11" EAST, A DISTANCE OF 65.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE NORTH 52°15'11" EAST, A DISTANCE OF 420.00 FEET TO A POINT HEREIN REFERENCED AS POINT "A"; THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 37°44'49" EAST, A DISTANCE OF 182.00 FEET; THENCE SOUTH 52°15'11" WEST, A DISTANCE OF 420.00 FEET; THENCE NORTH 37°44'49" WEST, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCING AT AFOREMENTIONED POINT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL "A" SOUTH 52°15'11" WEST, A DISTANCE OF 81.40 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 37°44'49" EAST, A DISTANCE OF 81.00 FEET TO POINT OF BEGINNING "B"; THENCE CONTINUE SOUTH 37°44'49" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 52°15'11" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 37°44'49" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 52°15'11" EAST, A DISTANCE OF 70.00 FEET TO POINT OF BEGINNING "B".

CONTAINING 73,990 SQUARE FEET, OR 1.70 ACRES, MORE OR LESS.

NOT VALID WITHOUT
ACCOMPANYING SKETCH
SHEET 2 OF 2

NOTES:

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE NOR DOES IT REPRESENT, A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF NORTH 52°15'11" EAST ALONG THE NORTHWESTERLY LINE OF PARCEL "A".

MANUEL A. GUTIERREZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4102

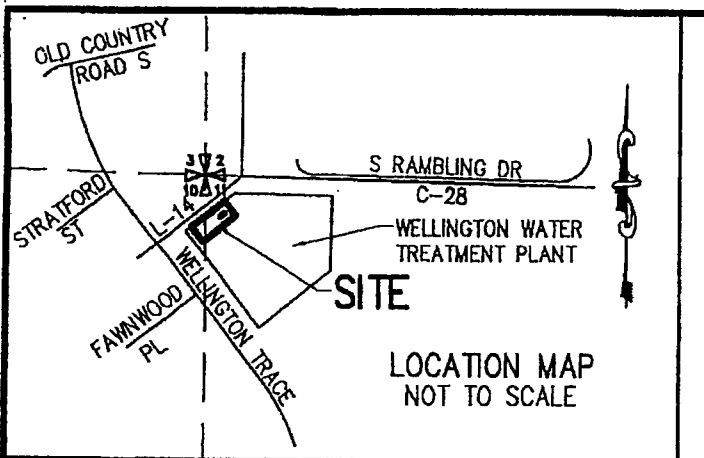
SHEET 1 OF 2
SEC. 10, TWP. 44 S., RGE. 41 E.

REV: --	FL. E.B. NO. 48	FL. L.B. NO. 48	LEASE AREA	SCALE: N/A
FIELD: --	MOCK • ROOS ENGINEERS • SURVEYORS • PLANNERS		BOYS & GIRLS CLUB	DATE: 06/22/10
DRAWN: MAG			EASTWOOD OF WELLINGTON	P.A. NO. B0701.01
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		PLAT BOOK 32, PGS 90-91 WELLINGTON, FLORIDA	DR. NO. A-4585

Exhibit B

PLOT DATE: Jun 23, 2010 - 8:20am

DWG: S:\wellington\dwg\wtpack01.dwg
XREFS: wtpack02.dwg
IMAGES:

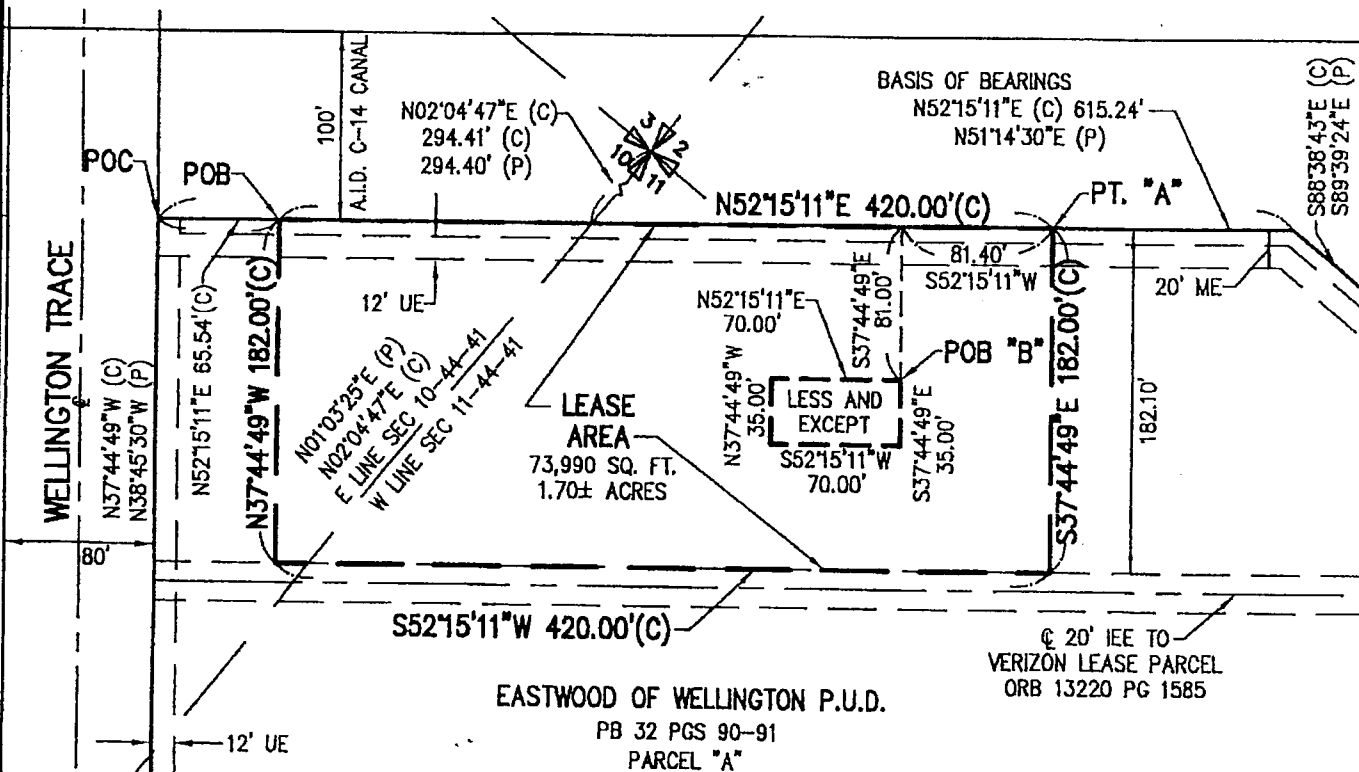
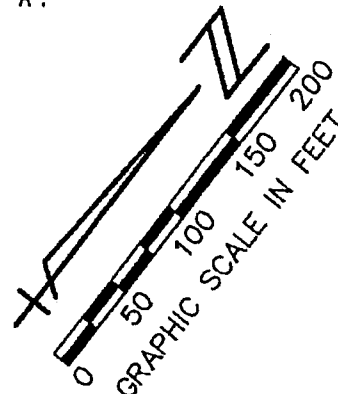


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LEGEND

A.I.D.	ACME IMPROVEMENT DISTRICT	(P)	PLAT
(C)	CALCULATED	PB	PLAT BOOK
CL	CENTERLINE	POB	POINT OF BEGINNING
EOP	EDGE OF PAVEMENT	POC	POINT OF COMMENCEMENT
IEE	INGRESS & EGRESS EASEMENT	PT.	POINT
ME	MAINTENANCE EASEMENT (P)	SQ.FT.	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	UE	UTILITY EASEMENT (P)
PG(S)	PAGE(S)		



SHEET 2 OF 2
SEC. 10, TWP. 44 S., RGE. 41 E.

REV: -	FL. E.B. NO. 48	FL. L.B. NO. 48	LEASE AREA	SCALE: 1"=100'
FIELD: -	 MOCK ROOS ENGINEERS & SURVEYORS & PLANNERS	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248	BOYS & GIRLS CLUB	DATE: 06/22/10
DRAWN: MAG			EASTWOOD OF WELLINGTON	P.A.N.O. B0701.01
APPR: MHC			PLAT BOOK 32, PGS 90-91	DR. NO. A-4585
			WELLINGTON, FLORIDA	

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2010

PRODUCER Phone: 212-344-2444 Fax: 212-509-1292
Frank Crystal & Co., Inc.
Financial Square
32 Old Slip
New York NY 10005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Boys & Girls Clubs of Palm Beach County
800 Northpoint Pkwy Suite 204
West Palm Beach FL 33407-1978

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Illinois National Insurance C 23817INSURER B: Markel Insurance Company 38970

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <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"/> PROJECT <input checked="" type="checkbox"/> LOC	8502CY3413980	7/1/2010	7/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$500 <input checked="" type="checkbox"/> Coll. Ded. \$1000 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	1021CY0058890	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	4602CY3413990	7/1/2010	7/1/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	017205941	4/1/2010	4/1/2011	Each Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's officers, employees, and agents are included as additional insured as granted by the insured's general liability policy.

CERTIFICATE HOLDER

CANCELLATION 30

Palm Beach County c/o Parks & Recreation
Attn: Contract/Grant Coordinator
2700 Sixth Avenue South
Lake Worth FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank Crystal & Co., Inc.

ACORD CERTIFICATE OF LIABILITY INSURANCE

08/31/2010

PRODUCER (305)822-7800 FAX (305)558-4294
Collinsworth, Alter, Fowler & French LLC
P. O. Box 9315
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Boys & Girls Clubs of Palm Beach County, Inc.
800 Northpoint Parkway
Suite 204
West Palm Beach, FL 33407

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Zenith Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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NSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z070727501	05/19/2010	05/19/2011	X WC STATU-TORY LIMITS	X OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Relationship: Funder

CERTIFICATE HOLDER

Palm Beach County
c/o Parks & Recreation Department
ATTN: Contract/Grant Coordinator
2700 Sixth Avenue South
Lake Worth, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chris Morris/EDITH



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on November 16, 2010

dated at West Palm Beach, FL on 1/24/11

By: Diane Brown

Deputy Clerk

