AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

This Agreement for Traffic Control on Private Roads located in the gated community of LAKE MARIANA RESERVE is entered into by and between Polk County, Florida, a charter county, and political subdivision of the State of Florida (the "County") and the LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Florida.

WITNESSETH:

- WHEREAS, LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC. owns fee simple title to all of the roadways within the subdivision known as LAKE MARIANA RESERVE which make up the community (hereinafter "Private Roads"), more specifically described in Exhibit A which is attached hereto and incorporated herein; and
- WHEREAS, pursuant to state statute, County does not have traffic control jurisdiction over private roads such as those owned by LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC.; and
- WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any private roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and
- WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over private roads the governing board shall consult with the sheriff; and
- WHEREAS, LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC. wants the County to exercise traffic control jurisdiction upon Private Roads; and
- WHEREAS, pursuant to consultations between the parties and the Sheriff of Polk County, Florida (the "Sheriff"), the County and Sheriff are willing to exercise traffic control jurisdiction upon the Private Roads; and
- **WHEREAS**, pursuant to Florida Statute Section 30.2905, the Sheriff operates an off-duty employment program; and
- WHEREAS, Florida Statute Section 316.006(3)(b)(2) provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and
 - WHEREAS, the Sheriff has waived the above provision as evidenced by Exhibit B.
 - NOW, THEREFORE, in consideration of the covenants and conditions herein,

County and LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC. hereby agree as follows:

- 1. The above recitals are true and correct and are incorporated herein by reference and form a material part of this Agreement.
- 2. **Jurisdiction.** County agrees to exercise jurisdiction over traffic control upon the Private Roads pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) and subject to the terms and conditions specified in **Exhibit C**.
- 3. **Signage.** The LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC., shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate, Department of Transportation approved signage along said roads. The Association shall provide a signed and sealed engineer certification in a form acceptable to the Polk County Sheriff's Office establishing the applicable speed limit(s) for the subject roadways.
- 4. Authority in Addition to Existing Authority. The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.
- 5. **Compensation**. The Sheriff shall not seek compensation for routine traffic enforcement. However, should the Homeowners Association seek a full-time law enforcement presence or additional law enforcement services, such compensation to the Sheriff shall be negotiated separately by the Sheriff and the Homeowners Association.
- 6. **County to Retain Revenues**. All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.
- 7. Liability not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.
- 8. Indemnification. To the fullest extent permitted by law, LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC. shall indemnify, defend, and hold the County and Sheriff harmless from any loss, cost, damage or expense, including court costs and attorneys' fees, arising out of or resulting from this agreement, the maintenance, repair or reconstruction of any roads, road drainage, signage, the negligence or misconduct of LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC. or any member thereof, and the negligence of the County and the Sheriff. To ensure its ability to fulfill its obligation under this paragraph, LAKE MARIANA RESERVE HOMEOWNERS'

ASSOCIATION, INC. shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000), and shall file with the County current certificates of the required insurance providing a 30 day advance written notice of cancellation. Such insurance shall (a) name the County and Sheriff as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County, described in **Exhibit** "D".

- 9. Road Maintenance. Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC. shall at all times be solely and exclusively the responsibility of LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC.
- 10. **Term**. The term of this Agreement shall be for one year, commencing on the date-of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one-year terms unless terminated by any party by thirty (30) days written notice to the other parties; provided however payments are made by LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC. in accordance with Paragraph 5 and Exhibit C hereof. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.
- 11. **Entire Agreement**. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with approval by the Board of County Commissioners.
- 12. **Notice**. All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County:

Polk County Government

330 W. Church Street, 4th Floor Bartow, Florida 33830

Copy to:

Polk County Attorney's Office

330 W. Church Street, 4th Floor

Bartow, Florida 33830

As to Sheriff:

Polk County Sheriff's Office

Office of Legal Affairs 1891 Jim Keene Blvd.

Winter Haven, Florida 33880

As to HOA:

Lake Mariana Reserve Homeowners Association, Inc.

121 Webb Drive, Suite 205

Davenport, FL 33838

13. Savings Clause. The parties agree that to the extent any of the written terms of this agreement including the indemnification provisions set forth in paragraph 8 conflict with any provisions of Florida laws or statutes, the written terms of this agreement shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this agreement shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTECT.

STACY M. BUTTERFIELD, Clerk	BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA
By: Deputy Clerk	By: Chair
	Date:
(Signature of Witness)	LAKE MARIANA RESERVE HOMEOWNERS
(Print Name)	ASSOCIATION, INC. By: Glen WEGEL
(Signature of Witness)	Title: VICE PRESIDENT
Jeffrey La Rose (Print Name)	Date: May 029, 2025

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS.

LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT A

Legal Description

ALL THAT PART OF THE NORTH ½ OF THE FRACTIONAL SOUTHWEST ¼, OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/2 OF SAID SECTION 1; THENCE SOUTH 00°32'50" EAST, ALONG THE WEST BOUNDARY THEROF, A DISTANCE OF 295.04 FEET TO THE INTERSECTION WITH THE WESTERLY PROJECTION OF THE CENTERLINE OF THE PLATTED RIGHT-OF-WAY OF MARIANNA AVENUE AS DEPICTED ON THE PLAT OF SANITARIA SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 14, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE NORTH 89°45'39" EAST, ALONG SAID WESTERLY PROJECTION, A DISTANCE OF 40.00 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY OF DAIRY ROAD AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE ALONG THE AFORESAID CENTERLINE, AND THE NORTH BOUNDARY OF THAT PORTION OF MAIRANNA AVENUE RIGHT-OF-WAY VACATED BY RESOLUTION №. 16-010, RECORDED IN THE OFFICIAL RECORDS BOOK 9739, PAGES 1486-1487, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, NORHT 89°45'39" EAST, A DISTANCE OF 635.91 FEET TO THE PLATTED WEST RIGHT-OF-WAY LINE OF GARFIELD AVENUE (VACATED BY CHANCERY ORDER BOOK "D", PAGE 359, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE NORTH 00°29'39" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE OF GARFIELD AVENUE, A DISTANCE OF 35.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 22, OF THE AFOREMENTIONED SANITARIA SUBDIVISION; THENCE NORTH 89°45'39" EAST, A DISTANCE OF 35.00 FEET TO THE CENTERLINE OF THE PLATTED RIGHT-OF-WAY OF THE AFOREMENTIONED GARFIELD AVENUE AS DEPICTED ON THE AFOREMENTIONED SANITARIA SUBDIVISION (VACATED BY CHANCERY ORDER BOOK "D", PAGE 359, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE NORTH 00°29'39" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 149.93 FEET TO THE SOUTH BOUNDARY OF THE NORTH 70 FEET OF THE EAST ½ OF SAID GARFIELD AVENUE; THENCE NORTH 89°45'39" EAST, ALONG SAID SOUTH BOUNDARY, AND THE SOUTH BOUNDARY OF THE NORTH 70 FEET OF LOTS 5 AND 4, BLOCK 23 OF THE AFOREMENTIONED SANITARIA SUBDIVISION, A DISTANCE OF 104.88 FEET TO THE EAST BOUNDARY OF THE WEST 20 FEET OF SAID LOT 4: THENCE NORTH 00°24'34" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 79.05 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THAT PORTION OF OAKVIEW AVENUE VACATED BY RESOLUTION No. 16-010, RECORDED IN OFFICIAL RECORDS BOOK 9739, PAGES 1486-1487, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°42'28" EAST, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 516.30 FEET TO THE EAST BOUNDARY OF THE NORTHWEST 1/2 OF THE SOUTHWEST 1/2 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'18" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 6.46 FEET; THENCE NORTH 89°42'28" EAST, A DISTANCE OF 169.00 FEET TO THE INTERSECTION WITH THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9954, PAGE 639 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES: 1.) SOUTH 38°25′38″ EAST, 31.89 FEET; THENCE 2.) SOUTH 80°15′34″ EAST, 65.45 FEET; THENCE 3.) NORTH 89°42'28" EAST, 51.99 FEET, MORE OR LESS TO THE WESTERLY SHORELINE OF LAKE MARIANA; THENCE DEPARTING SAID PARCEL, MEANDER SOUTHERLY ALONG SAID WESTERLY SHORELINE TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH ½ OF THE FRACTIONAL SOUTHWEST ¼ OF SAID SECTION 1, SAID INTERSECTION LYING SOUTH 13°55'38" WEST AND 1,310.79 FEET FROM THE LAST CALL TO THE SHORELINE; THENCE DEPARTING SAID WESTERLY SHORELINE, SOUTH 89°44'00" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 25 EAST, A DISTANCE OF 1,278,97 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF DAIRY ROAD; THENCE NORTH 00°32'50" WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1,025.35 FEET TO THE POINT OF BEGINNING.

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT B

Waiver

I, Andria McDonald, Executive Director of Office of Business Affairs, a duly appointed representative of the Polk County Sheriff's Office, attest that I am authorized to execute this Waiver. In so doing, I do hereby, in accordance with F.S. 316.006, waive, on behalf of Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida, the right to preclude this Agreement from taking effect prior to October 1, beginning of the county fiscal year. In so doing, Grady Judd, as Sheriff, hereby consents to this agreement attached hereto, having full force and effect upon execution by the parties.

Ondrue McOrelcu
For the Sheriff:

Andria McOreld Executive Diractive
Print Name and Title

6-18-2025

Date

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT C

LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC., shall obtain traffic enforcement by means of employing deputies through the Sheriff's off-duty program. In addition, if a resident of LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC. calls a Polk County deputy to respond to LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC. for a non-traffic enforcement related reason, and the deputy witnesses a traffic violation, he or she may take appropriate enforcement action.

If a resident of LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC., wishes to make a traffic complaint, or to request a traffic enforcement detail, he or she shall contact the LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC. for further action. If a resident of LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC. contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to the LAKE MARIANA RESERVE HOMEOWNERS' ASSOCIATION, INC.

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT D

Certificates of Insurance (Attach copy)

OGRKI1

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

4/4/2025

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 BEDDESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Mining Insurance Agency, Inc. P.O. Box 308 Auburndale, FL 33823			PHONE (A/C, No, Ext): (863) 967-4454 FAX (A/C, No): (863) 967-7592 E-MAIL ADDRESS: jamier@mullinginsurance.com							
			INSURER(S) AFFORDING COVERAGE					NAIC#		
			INSURER A : CUMIS Specialty Insurance Company, Inc.					12758		
INSURED Lake Mariana Reserve Homeowners Associations Inc. 121 Webb Dr. Suite 205			INSURER B:							
			INSURER C:							
			INSURER D:							
	Davenport, FL 33837				INSURER E:					
					INSURE	RF:				
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DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schodu	ile, may b	e attached if moi	e space is requir	red)		
CE	RTIFICATE HOLDER		_		CANO	CELLATION				_ ¬
Polk County Sheriff's Office Office of Legal Affairs 1891 Jim Keene Blvd. Winter Haven, FL 33880			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							

ACORD 25 (2016/03)

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LAKEMAR-03

OGRKI1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/4/2025

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT Jamie Grammenos Mulling Insurance Agency, Inc. PHONE (A/C, No, Ext): (863) 967-4454 FAX (AIC, No): (863) 967-7592 P.O. Box 308 Auburndale, FL 33823 E-MAIL ADDRESS: jamier@mullinginsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: CUMIS Specialty Insurance Company, Inc 12758 INSURED INSURER B: INSURER C: Lake Mariana Reserve Homeowners Associations Inc. 121 Webb Dr. Suite 205 INSURER D: Davenport, FL 33837 INSURER E : INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER:** COVERAGES 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. INSO WVD TYPE OF INSURANCE POLICY NUMBER 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 50,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X OCCUR CIUHOA100154-03 9/1/2024 9/1/2025 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENL AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 PRO-X POLICY PRODUCTS - COMP/OP AGG 1,000,000 Hired/Non-Owned OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO **BODILY INJURY (Per person)** SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-SWILL UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTIONS STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Polk County Government 330 W. Church St. 4th Fi Bartow, FL 33830

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AUTHORIZED REPRESENTATIVE