

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with the City of Boynton Beach for the period November 21, 2006, through December 30, 2006, in an amount not-to-exceed \$3,700 for funding of the 2006 Heritage Festival.

**Summary:** This funding is to help offset costs for the annual Heritage Festival sponsored by the City of Boynton Beach, which was held in February of 2006. Approximately 4,000 participants attended this month-long community event. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to January 25, 2006. Funding is from the Recreation Assistance Program (RAP). District 7 (AH)

**Background and Justification:** The Boynton Beach Heritage Festival is a celebration designed to motivate, empower, and inform the public regarding the City's heritage and to encourage families to come together to promote cultural diversity in a family friendly, intergenerational atmosphere. The 2006 Heritage Festival was held in Boynton Beach in February of 2006. The festival promotes cultural diversity, celebrates various cultures through sports, music, dance and other art forms, and provides an educational component and academic games at various locations during the month-long event.

The \$3,700 from District 7 RAP will help offset a portion of the cost of the event paid by the City of Boynton Beach for contractual services and miscellaneous expenses for the event. The Agreement has been executed on behalf of the City of Boynton Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: \_\_\_\_\_

  
Department Director

10/27/06  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

11-8-06  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>3,700</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>3,700</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
Budget Account No.: Fund 3600 Department 583 Unit R907  
Object 8101 Program N/A

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

Recreation Assistance Program

District 7      3600-583-R907-097-8101      \$3,700

C. Departmental Fiscal Review: ckopolakis

## III. REVIEW COMMENTS

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

[Signature] 11-2-06  
OFMB  
[Signature] 11/1/06  
B. Legal Sufficiency: ms mm 11-1-06

[Signature] 11/6/06  
Contract Development and Control  
[Signature] 11/1/06

This Contract complies with our  
contract review requirements.

Anne Helgert 11/8/06  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 10/95  
ADM FORM 01

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
THE CITY OF BOYNTON BEACH FOR FUNDING OF THE 2006 HERITAGE FESTIVAL**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Boynton Beach, a Florida Municipal Corporation, hereinafter referred to as "Boynton Beach".

**WITNESSETH:**

**WHEREAS**, Boynton Beach sponsored the month long 2006 Heritage Festival in February of 2006 to provide a celebration designed to motivate, empower, and inform the public regarding the City's heritage and to encourage families to come together to promote cultural diversity in a family friendly, intergenerational atmosphere; and

**WHEREAS**, the 2006 Heritage Festival promoted cultural diversity at various locations throughout the City of Boynton Beach, celebrated various cultures through sports, music, dance, and other art forms, provided an education component for students to learn about the contribution of minorities toward math and science, and sponsored academic games; and

**WHEREAS**, approximately 4,000 persons participated in the 2006 Heritage Festival; and

**WHEREAS**, Boynton Beach has requested from County an amount not to exceed \$3,700 to help offset costs for contractual services and miscellaneous expenses for the 2006 Heritage Festival; and

**WHEREAS**, County desires to provide funding to help offset costs for the 2006 Heritage Festival; and

**WHEREAS**, funding for said program in an amount not to exceed \$3,700 is available from the Recreation Assistance Program (RAP) – District 7; and

**WHEREAS**, community events and cultural diversity programs and activities are deemed to serve a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$3,700 to Boynton Beach for the 2006 Heritage Festival for contractual services and miscellaneous expenses, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
2. County will use its best efforts to provide said funds to Boynton Beach on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Boynton Beach. Said information shall list each invoice paid by Boynton Beach and shall include the vendor invoice number; invoice date; and the amount paid by Boynton Beach along with the number and date of the respective check or proof of payment for said payment. Boynton Beach shall attach a copy of each vendor invoice paid by Boynton Beach along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Boynton Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Boynton Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Boynton Beach and approved by Boynton Beach as indicated.

3. Boynton Beach incurred expenses for the Project beginning on January 25, 2006. Those costs incurred by Boynton Beach for the Project, approved and submitted accordingly by Boynton Beach subsequent to January 25, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Boynton Beach may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Boynton Beach agrees, warrants, and represents that all of the employees and participants in the Project were treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. Boynton Beach shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until December 30, 2006, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Boynton Beach is in default of its obligations under this Agreement, the County shall provide Boynton Beach thirty (30) days written notice to cure the default. In the event Boynton Beach fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests

submitted by Boynton Beach for the Project deemed to be in default and Boynton Beach shall return any County RAP funds already collected by Boynton Beach for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Boynton Beach shall complete the Project by September 30, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 25, 2006, through September 30, 2006. Boynton Beach shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2006. Upon written notification to County at least ninety (90) days prior to that date Boynton Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Boynton Beach's request for said extension.

11. In the event Boynton Beach ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Boynton Beach. The determination that Boynton Beach has ceased or suspended the Project shall be made by County and Boynton Beach agrees to be bound by County's determination.

12. Boynton Beach agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Boynton Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that Boynton Beach is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted

by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Boynton Beach shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Boynton Beach, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Boynton Beach is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Boynton Beach acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Boynton Beach maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Boynton Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Boynton Beach agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes 440.

Prior to execution of this Agreement by the County, Boynton Beach shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Compliance with the foregoing requirements shall not relieve Boynton Beach of its liability and obligations under this Agreement.

16. Upon request by County, Boynton Beach shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

17. Boynton Beach shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Boynton Beach, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Boynton Beach may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

19. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Boynton Beach certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

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

As to Boynton Beach:  
City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425

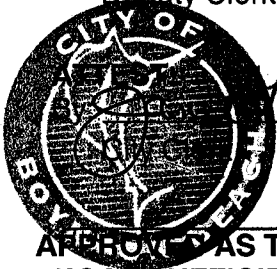
23. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this

Agreement on the date first above written.

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk



*M. Prainito*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

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

By: \_\_\_\_\_  
~~Tony Masiloti, Chairman~~  
Addie L. Greene, Chairperson

CITY OF BOYNTON BEACH

By: *Jerry Taylor*  
Mayor

APPROVED AS TO TERMS AND CONDITIONS:

By: *Dennis Eshleman*  
Dennis L. Eshleman, Director  
Parks and Recreation Department

APPROVED AS TO FORM:

*[Signature]*  
CITY ATTORNEY



**Recreation Assistance Program (RAP)  
Exhibit "A" to Agreement**

**BACKGROUND INFORMATION**

Name and address of Municipality: Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton Beach, Fl. 33435

Name of Municipality: City of Boynton Beach  
Mailing Address: P.O. Box 310  
Boynton Beach, Fl. 33425-0310

Name of Mayor: Jerry Taylor

Name of City Manager: Kurt Bressner

Project/Project Liaison Information:  
Name: Wayne Segal  
Telephone #: 742-6000  
Fax #: 742-6233  
e-mail: Segalw@ci.boynton-beach.fl.us

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: 2006 Heritage Festival
2. Project/ Program Description
  - General (Project Scope): The mission of the HeritageFest is to promote cultural diversity that exists in the City of Boynton Beach while celebrating each culture's splendor through sports, music, dance and other art forms. The goal of the education component is to present opportunities for students to learn through research and presentation the contribution of minorities have made in the world of math and science. Academic games allowed the participants to "show off" their acquired knowledge in an encouraging atmosphere.
  - Public Purpose: To provide a celebration that motivates, empowers, and informs the public of the ties that bind our community together through the enjoyment of arts, and education. This month long celebration encourages families to come together and promote cultural diversity while providing events that are family friendly and bridge the generation gap.
  - Location: Various arenas throughout the city of Boynton Beach.  
Boynton Beach Women's Club (Book Signing and reception)  
Boynton Beach Civic Center (Art in the Park, Student Contests)

Ezell Hester Community Center (Soccer Tournament)  
St. John Missionary Baptist Church/RM Lee CDC (Student Awards Reception)  
Wilson Park (Walker Brothers Circus)

- Anticipated Number of Participants/Users: 4000 persons

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/amounts.

Contractual services  
Miscellaneous Expenses

4. Estimated Lump Sum Total for Project/Program

\$ 3,700.00 / sy  
\$ 3,500.00

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame. January 25, 2006 to April 26, 2006 September 30, 2006  
month/day/year month/day/year

Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance (previously submitted)

Amount of Recreation Assistance Program Funding awarded

\$ 3,700.00 / sy  
\$ 3,500.00  
District 7  
(filled in by County)



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

C = Contractual Services  
S = Salary & Wages  
M = Materials, Supplies, Direct Purchases  
E = Equipment  
T = Travel  
I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation \$ \_\_\_\_\_

Total Project Costs To Date: \$ \_\_\_\_\_

County Obligation To Date \$ \_\_\_\_\_

County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_

County Funds Previously Disbursed \$ \_\_\_\_\_

County Funds Due this Billing \$ \_\_\_\_\_

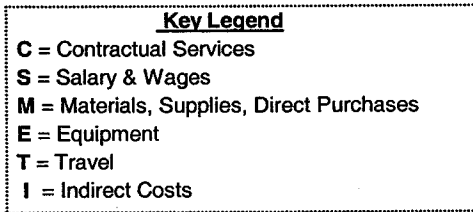
Reviewed and Approved By:

PBC Project Administrator

Date

Department Director

Date

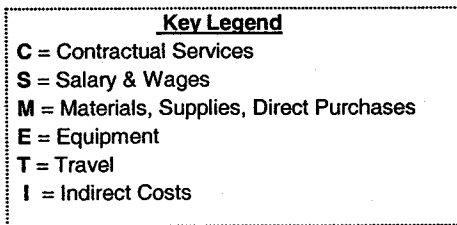
**EXHIBIT B**

Date \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Date \_\_\_\_\_



**EXHIBIT B**  
**(cont'd.)**

Page 3 of

**ISSUED ON 11/4/05**

**COVERAGES:** THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

AGREEMENT NUMBER: PK FL1 0502003 05-02	COVERAGE PERIOD: FROM 10/01/2005 TO 10/01/2006 12:01 AM STANDARD TIME
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**NOTE:** The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

**Certificate Holder**  
**Palm Beach County BOCC**  
**Risk Management Dept.**  
**Richard Cohen**  
**160 Australian Ave.**  
**West Palm Beach, FL 33408**

**CANCELLATIONS**  
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Michael Scholl

**AUTHORIZED REPRESENTATIVE**



THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

## **AUTOMATIC ADDITIONAL COVERED PARTIES**

This endorsement modifies coverage provided under the following:

**PUBLIC ENTITY AUTOMOBILE COVERAGE PART  
PUBLIC ENTITY LIABILITY COVERAGE PART  
PUBLIC ENTITY PROPERTY COVERAGE PART**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, or any other Statute limiting whom a Public Entity can indemnify.

### **X ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

### **X ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**X ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, *Florida Statutes*.**





STATE NATIONAL INSURANCE CO.

CERTIFICATE OF INSURANCE

DATE ISSUED: 10/10/05

PRODUCER

Arthur J. Gallagher & Co  
2255 Glades Road  
Suite 400 E.  
Boca Raton, FL 33431

INSURED

City of Boynton Beach, FL  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435

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.

COMPANIES AFFORDING COVERAGE

COMPANY (A) STATE NATIONAL INSURANCE COMPANY  
COMPANY (B) \_\_\_\_\_  
COMPANY (C) \_\_\_\_\_  
COMPANY (D) \_\_\_\_\_

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	MDB 02668 14	10/1/05	10/1/06	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person) \$5M/\$10M
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Not Applicable	Not Applicable	Not Applicable	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE NA
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	MDB 02668 14	10/1/05	10/01/06	EACH OCCURRENCE AGGREGATE \$5,000,000. \$10,000,000.
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	MDB 02668 14	10/1/05	10/01/06	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE Statutory

XXXX - POLICY SUBJECT TO SIR As per General Endorsement SNS GEN 01.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS - All operations usual to a City Government including Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents as additional insured as their interests may appear throughout the policy period for municipal activities in coordination and/or conjunction with Palm Beach County Board of County Commissioners. All other terms and conditions of policy remain unchanged.

CERTIFICATE HOLDER

Palm Beach County Board of County  
Commissioners  
Risk Mgt. Dept.  
160 Australian Ave.  
West Palm Beach, FL 33406  
Attention: Dick Cohen

Should any of the above described policies be cancelled before the expiration date thereof, the Issuing company 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 company, its agents or representatives.

Authorized signature:

Sandra M. Donaghy

Meadowbrook Insurance Group

CERTIFICATE OF COVERAGE

Certificate Holder	Administrator	Issue Date 10/10/05
ATTN DICK COHEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT DEPARTMENT 160 AUSTRALIAN AVENUE WEST PALM BEACH FL 33406		Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065

COVERAGES  
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0055      COVERAGE PERIOD: FROM 10/1/05      COVERAGE PERIOD: TO 10/1/06 12:01 AM STANDARD TIME


<b>TYPE OF COVERAGE - LIABILITY</b>  General Liability  <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury  <input type="checkbox"/> Errors and Omissions Liability  <input type="checkbox"/> Supplemental Employment Practice  <input type="checkbox"/> Employee Benefits Program Administration Liability  <input type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability  <input type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Law Enforcement Liability  <input type="checkbox"/> Underground, Explosion & Collapse Hazard   Limits of Liability * Combined Single Limit  Deductible N/A  Automobile Liability  <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos  Limits of Liability * Combined Single Limit  Deductible N/A	<b>TYPE OF COVERAGE - PROPERTY</b>  <input type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form  <input type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form  <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  Limits of Liability on File with Administrator	<b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input type="checkbox"/> Statutory Workers' Compensation  <input type="checkbox"/> Employers Liability      \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease  <input type="checkbox"/> Deductible N/A  <input type="checkbox"/>
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Automobile/Equipment - Deductible  
  
☒ Physical Damage    Per Schedule - Comprehensive - Auto    Per Schedule - Collision - Auto    Per Schedule - Miscellaneous Equipment

Other  
  
\* The limit of liability is \$2,000,000 (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of \$ 100,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items  
  
Re: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder.  
The certificate holder is hereby added as an additional insured, as respects the member's liability regarding the above described event.

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 AGREEMENT ABOVE.

DESIGNATED MEMBER  CITY OF BOYNTON BEACH PO BOX 310 BOYNTON BEACH FL 33425 0310	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.    AUTHORIZED REPRESENTATIVE
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