

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007

☒ Consent
☐ Ordinance

☐ Regular
☐ 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 Town of Highland Beach for the period February 6, 2007, through December 30, 2007, in an amount not-to-exceed \$10,000 for the 2006-2007 Library Speakers Program.

Summary: This funding is to offset the cost of 2006-2007 Library Speakers Program being held by the Town of Highland Beach. The Library Speakers Program is anticipated to be attended by approximately 400 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to October 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 4 (AH)

Background and Justification: The Town of Highland Beach offers the annual Library Speakers Program. This year's program includes authors/speakers, a murder mystery presentation, and a musical program. The ten programs are anticipated to be attended by approximately 400 people.

The total cost of the programs is estimated to be \$10,000 for authors/speaker fees, the murder mystery presentation, and the musical program, which will be offset by the \$10,000 from District 4 RAP funding. The Agreement has been executed on behalf of the Town of Highland Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: _____

Department Director

1-12-07
Date

Approved by: _____

Assistant County Administrator

1/30/07
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>10,000</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>10,000</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 R904
Object 8101 Program N/A

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

Recreation Assistance Program

District 4 3600-583-R904-068-8101 \$10,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim Doherty 1-23-07
OFMB
1/23/07
B. Legal Sufficiency: ms 1/24/07

Jim J. Jacobson 1/29/07
Contract Development and Control
6. Jones 1/29/07

This Contract complies with our
contract review requirements.

Anne Delgiant 1-30-07
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP06-07\District 4\Highland Beach\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF HIGHLAND
BEACH FOR THE 2006-2007 LIBRARY SPEAKERS PROGRAM**

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 Town of Highland Beach, a Florida municipal corporation, hereinafter referred to as "Highland Beach".

W I T N E S S E T H:

WHEREAS, Highland Beach provides the annual Library Speakers Program at the Community Room of the Highland Beach Library to provide cultural and entertainment programs for the people of Highland Beach and surrounding communities; and

WHEREAS, the Library Speakers Program includes authors/speakers, a murder mystery presentation, and a musical program; and

WHEREAS, the Library Speakers Program is anticipated to serve approximately four hundred (400) people; and

WHEREAS, the total cost of the 2006-2007 Library Speakers Program is anticipated to be \$10,000 for author/speaker fees, a murder mystery presentation, a musical program, and other miscellaneous expenses relating to the Library Speakers Program ; and

WHEREAS, Highland Beach has requested from County an amount not to exceed \$10,000 for the Library Speakers Program; and

WHEREAS, the County desires to fund the Library Speakers Program; and

WHEREAS, programs of an educational and cultural nature benefit the public; and

WHEREAS, funding for the Library Speakers Program in the amount of \$10,000 is available from District 4 Recreation Assistance Program (RAP) reserves; 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 \$10,000 to Highland Beach for the Library Speakers Program for author/speaker fees, a murder mystery presentation, a musical program, and other miscellaneous expenses relating to the Library Speakers Program, as specifically 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 Highland 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 Highland Beach. Said information shall list each invoice paid by Highland Beach and shall include the vendor invoice number; invoice date; and the amount paid by Highland Beach along with the number and date of the respective check or proof of payment for said payment. Highland Beach shall attach a copy of each vendor invoice paid by Highland 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, Highland Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Highland Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Highland Beach and approved by Highland Beach as indicated.

3. Highland Beach incurred expenses for the Project beginning on October 1, 2006. Those costs incurred by Highland Beach for the Project, approved and submitted accordingly by Highland Beach subsequent to October 1, 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 Highland 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. Highland Beach agrees, warrants, and represents that all of the employees and participants in the Project will be 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. Highland 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, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Highland Beach is in default of its obligations under this Agreement, the County shall provide Highland Beach thirty (30) days written notice to

cure the default. In the event Highland 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 Highland Beach for the Project deemed to be in default and Highland Beach shall return any County RAP funds already collected by Highland Beach for that 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. Highland Beach shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2006, through September 30, 2007. Highland 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, 2007. Upon written notification to County at least ninety (90) days prior to that date Highland Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Highland Beach's request for said extension.

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

12. Highland 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 Highland 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 Highland 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, Highland 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 Highland 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 Highland 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, Highland 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 Highland 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, Highland Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

Prior to execution of this Agreement by the County, Highland 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 Highland Beach of its liability and obligations under this Agreement.

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

17. Highland 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 Highland 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 Highland 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, Highland 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 agreement, written or oral, relating to this Agreement. This 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 Highland Beach:

Town Manager
Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

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

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

ATTEST:

TOWN OF HIGHLAND BEACH

By: *Doris M. Stanley*
Town Clerk

By: *Sheld R. Hagemann*
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Name of Municipality: **Town of Highland Beach**

Mailing Address: 3614 South Ocean Boulevard, Highland Beach, FL 33487

Name of Mayor: Harold R. Hagelmann

Name of City Manager: Dale S. Sugerman (Town Manager)

Project Liaison Information:

Name: Maria T. Suarez

Telephone #: 561-278-5455

Fax #: 561-278-0156

e-mail: msuarez@ci.highland-beach.fl.us

PROJECT INFORMATION

1. Name of Project: 2006-2007 Library Speakers Program
2. Project Description
 - General (Project Scope):
To offer a program that will include author speakers, music ensembles and a murder mystery presentation.
 - Public Purpose: Cultural and entertainment programs for the people of Highland Beach and surrounding communities
 - Location: The Community Room of the Highland Beach Library
 - Anticipated Number of Participants/Users: 30-50 per program
3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.
 - Author/speaker fees (8 authors)
 - Murder mystery presentation
 - Musical program
 - Other miscellaneous expenses related to the Library Speaker program
4. Estimated Lump Sum Total for Project: \$ 10,000
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 10/01/06 to 9/30/07

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:

Certificate of Insurance _____

Amount of Recreation Assistance Program Funding awarded

\$ 10,000

District 4

(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



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



Key Legend

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

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

Submittal #: _____

Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Administrator

Date

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.

Financial Officer

Date

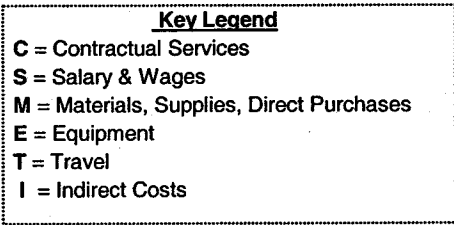


EXHIBIT B
(cont'd.)

Page 3 of

CERTIFICATE OF COVERAGE

ISSUED ON 10/11/2006

Designated Member Town of Highland Beach 3614 South Ocean Blvd. Highland Beach, FL 33487	Administrator Public Risk Underwriters P.O. Box 958455 Lake Mary, FL 32795-8455	Producer PRIA - Lake Mary P O Box 958455 Lake Mary, FL 32795
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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: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

AGREEMENT NUMBER: PK FL1 0502010 06-05 | **COVERAGE PERIOD: FROM 10/01/2006 TO 10/01/2007 12:01 AM STANDARD TIME**

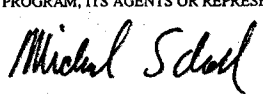
LIABILITY COVERAGE <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$5,000,000 / \$10,000,000 \$0 Deductible </div> <input checked="" type="checkbox"/> Public Officials Liability <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$5,000,000 \$5,000 Deductible </div> <input checked="" type="checkbox"/> Employment Practices Liability <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$5,000,000 \$5,000 Deductible </div> <input checked="" type="checkbox"/> Employee Benefits Liability <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$5,000,000 / \$10,000,000 \$0 Deductible </div> <input checked="" type="checkbox"/> Law Enforcement Liability <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$10,000,000 \$5,000 Deductible </div>	WORKERS' COMPENSATION COVERAGE <input type="checkbox"/> Self Insured Workers' Compensation <div style="margin-left: 20px;">Self Insured Retention</div> <input type="checkbox"/> Statutory Workers' Compensation <input type="checkbox"/> Employers Liability <div style="margin-left: 20px;"> \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease </div>
PROPERTY COVERAGE <input checked="" type="checkbox"/> Buildings & Personal Property <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit Per schedule on file with Trust \$25,000 Deductible </div> <p style="margin-left: 20px;"><i>Note: See coverage agreement for details on wind, flood, and other deductibles</i></p> <input checked="" type="checkbox"/> Rented, Borrowed and Leased Equipment <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$50,000 TIV See Schedule for Deductible </div> <input checked="" type="checkbox"/> All other Inland Marine <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$980,399 TIV See Schedule for Deductible </div>	AUTOMOBILE COVERAGE Automobile Liability <div style="display: flex; justify-content: space-between; margin-left: 20px;"> Limit \$5,000,000 \$1,000 Deductible </div> <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Automobile Physical Damage <input checked="" type="checkbox"/> Comprehensive See Schedule for deductible <input checked="" type="checkbox"/> Collision See Schedule for Deductible <input checked="" type="checkbox"/> Hired Autos, with limit of \$35,000

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.

Description of Operations/Locations/Vehicles/Special items:
Certificate Holder is listed as an additional covered party per the attached PGIT 902 with respects to the 2006-2007 Recreation Assitance Program.

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

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.

Certificate Holder Palm Beach County Department of Parks & Recreation 2700 6th Avenue Souht lake Worth, FL 33461	CANCELLATIONS <small>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, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, 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.</small> <div style="text-align: center;">  AUTHORIZED REPRESENTATIVE </div>
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CERTIFICATE OF COVERAGE

ISSUED ON 10/11/2006

Designated Member
Town of Highland Beach
3614 South Ocean Blvd.
Highland Beach, FL 33487

Administrator
Public Risk Underwriters
P.O. Box 958455
Lake Mary, FL 32795-8455

Producer
PRIA - Lake Mary
P O Box 958455
Lake Mary, FL 32795

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: PREFERRED GOVERNMENTAL INSURANCE TRUST

AGREEMENT NUMBER: WC FL1 0502010 06-07

COVERAGE PERIOD: FROM 10/01/2006 TO 10/01/2007 12:01 AM STANDARD TIME

LIABILITY COVERAGE

- ☐ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit
- ☐ Public Officials Liability Limit
- ☐ Employment Practices Liability Limit
- ☐ Employee Benefits Liability Limit
- ☐ Law Enforcement Liability Limit

PROPERTY COVERAGE

- ☐ Buildings & Personal Property Limit
Note: See coverage agreement for details on wind, flood, and other deductibles
- ☐ Rented, Borrowed and Leased Equipment Limit
- ☐ All other Inland Marine Limit

WORKERS' COMPENSATION COVERAGE

- ☐ Self Insured Workers' Compensation Self Insured Retention
- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate Disease

AUTOMOBILE COVERAGE

Automobile Liability

- Limit
- ☐ All Owned Autos
- ☐ Specifically Described Autos
- ☐ Hired Autos
- ☐ Non-Owned Autos

Automobile Physical Damage

- ☐ Comprehensive
- ☐ Collision
- ☐ Hired Autos, with limit of

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.

Description of Operations/Locations/Vehicles/Special items:

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

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.

Certificate Holder
Palm Beach County
Department of Parks & Recreation
2700 6th Avenue South
Lake Worth, FL 33461

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, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, 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 Schod

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, Article 10 § 13 of the Florida Constitution, or any other Statute or law 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*.