Agenda Item #: 3.M.16.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date:	May 1, 2007	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Parks and Recreation		
Submitted By:	Parks and Recreation Department	ţ	
Submitted For:	Parks and Recreation Departmen	<u>t</u>	

### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Agreement with the Town of Lake Clarke Shores for the period May 1, 2007, through October 1, 2008, in an amount not-to-exceed \$20,000 for funding of 50<sup>th</sup> Anniversary events.

**Summary:** This funding is to help offset the cost of events sponsored by the Town of Lake Clarke Shores throughout 2007 and 2008 to provide community celebrations of the Town's 50<sup>th</sup> anniversary. The events are anticipated to be attended by approximately 3,000 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to September 6, 2006. Funding is from the Recreation Assistance Program. <u>District 3</u> (AH)

**Background and Justification:** The Town of Lake Clarke Shores is sponsoring multiple events at various locations to provide community celebrations for the Town's 50<sup>th</sup> anniversary. Events include a movie night at Memorial Park, Christmas tree lighting at Memorial Park, a 6K race, and a dedication ceremony.

The total cost of the 50<sup>th</sup> anniversary events is estimated to be approximately \$30,000 for refreshments, tree lighting, race expenses, purchase of a commemorative fountain, dedication ceremony expenses, commemorative booklets, electrical expenses, paving, and other miscellaneous expenses associated with the events. The \$20,000 from the Recreation Assistance Program – District 3 will help offset a portion of those costs. The Agreement has been executed on behalf of the Town of Lake Clarke Shores, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:

Department Director

Approved by:

Assistant County Administrator

Attachment: Agreement

##13/07

Date

##16/07

	II. FISCAL	IMPACT ANAL	<u>YSIS</u>		
A. Five Year Summary of Fis	scal Impact:				
Fiscal Years 20	007	2008 2	2009	2010	2011
Operating Costs 20, External Revenues( Program Income (County)(	.0- .000 .0- .0-	-0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT 20,	,000	0	-0-	-0-	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)		· ·	· · · · · · · · · · · · · · · · · · ·		
		X No epartment <u>583</u> Program <u>N/A</u>	Unit R903	<u>3</u> .	
B. Recommended Sources of	of Funds/Sur	mmary of Fisca	l Impact:		
Recreation Assistance P	Program				
District 3 3600-58	83-R903-037	-8101 \$2	20,000		
C. Departmental Fiscal Revi		TIEW COMMENT	el ma	nt .	
A. OFMB Fiscal and/or Cont	tract Develop	oment and Con	trol Commer	its:	
B. Legal Sufficiency:  Amne Delynd Assistant County Attorney	07 7 04 517 4 16107	4/11/07 Contra	This Contract contract review	ent and Contro complies with our v requirements.	1118 °

Department Director

C. Other Department Review:

REVISED 10/95 ADM FORM 01

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# AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE CLARKE SHORES FOR FUNDING OF 50<sup>TH</sup> ANNIVERSARY EVENTS

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 Lake Clarke Shores, a Florida Municipal Corporation, hereinafter referred to as "Lake Clarke Shores".

#### WITNESSETH:

WHEREAS, Lake Clarke Shores' 50<sup>th</sup> Anniversary as a Town occurred in 2007, and the Town sponsored multiple events at various locations to provide a community celebration of the anniversary (the Events); and

WHEREAS, the Events included a movie night at Memorial Park, Christmas Tree lighting at Memorial Park, 6K race, and dedication ceremony, and

WHEREAS, the Events cost approximately \$30,000 for movie night expenses, Christmas tree lighting expenses, 6K race expenses, purchase of a commemorative fountain, dedication ceremony expenses, commemorative 50<sup>th</sup> anniversary booklets, electrical expenses, and paving; and

**WHEREAS,** the Events were attended by approximately three thousand (3,000) people; and

WHEREAS, Lake Clarke Shores has requested from County an amount not to exceed \$20,000 to help offset costs for expenses for the Events; and

WHEREAS, County desires to provide funding to offset costs for the Events and

WHEREAS, funding for the Event in an amount not to exceed \$20,000 is available from the Recreation Assistance Program (RAP) – District 3; and

WHEREAS, Lake Clarke Shores' cultural arts, recreational, and community events 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 \$20,000 to Lake Clarke Shores for the Events for refreshments for movie night expenses, Christmas tree lighting expenses, 6K race expenses, purchase of a commemorative fountain, dedication ceremony expenses,

commemorative 50<sup>th</sup> anniversary booklets, electrical expenses, and paving, and other miscellaneous expenses associated with the Event, 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 Lake Clarke Shores 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 Lake Clarke Shores. Said information shall list each invoice paid by Lake Clarke Shores and shall include the vendor invoice number; invoice date; and the amount paid by Lake Clarke Shores along with the number and date of the respective check or proof of payment for said payment. Lake Clarke Shores shall attach a copy of each vendor invoice paid by Lake Clarke Shores 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, Lake Clarke Shores' Program Administrator and Project Financial Officer shall certify the total funds spent by Lake Clarke Shores on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lake Clarke Shores and approved by Lake Clarke Shores as indicated.
- 3. Lake Clarke Shores incurred expenses for the Project beginning on September 6, 2006. Those costs incurred by Lake Clarke Shores for the Project, approved and submitted accordingly by Lake Clarke Shores subsequent to September 6, 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 Lake Clarke Shores 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. Lake Clarke Shores 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. Lake Clarke Shores shall be responsible for the operation and maintenance of the Project, including all associated Project costs.

- 7. The term of this Agreement shall be until October 1, 2008, commencing upon the date of execution by the parties hereto.
- 8. The parties agree that, in the event Lake Clarke Shores is in default of its obligations under this Agreement, the County shall provide Lake Clarke Shores thirty (30) days written notice to cure the default. In the event Lake Clarke Shores 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 Lake Clarke Shores for the Project deemed to be in default and Lake Clarke Shores shall return any County RAP funds already collected by Lake Clarke Shores 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. Lake Clarke Shores shall complete the Project by July 1, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 6, 2006, through July 1, 2008. Lake Clarke Shores shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 1, 2008. Upon written notification to County at least ninety (90) days prior to that date Lake Clarke Shores may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lake Clarke Shores's request for said extension.
- 11. In the event Lake Clarke Shores 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 Lake Clarke Shores. The determination that Lake Clarke Shores has ceased or suspended the Project shall be made by County and Lake Clarke Shores agrees to be bound by County's determination.
- 12. Lake Clarke Shores 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 Lake Clarke Shores. 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 Lake Clarke Shores 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, Lake Clarke Shores 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 Lake Clarke Shores, 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 Lake Clarke Shores is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Lake Clarke Shores 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 Lake Clarke Shores maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Lake Clarke Shores shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Lake Clarke Shores 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, Lake Clarke Shores 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 Lake Clarke Shores of its liability and obligations under this Agreement.

- 16. Upon request by County, Lake Clarke Shores shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 17. Lake Clarke Shores 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 Lake Clarke Shores, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 18. The County and Lake Clarke Shores 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, Lake Clarke Shores 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 Lake Clarke Shores:

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 Commissioner Addie L. Greene, Chairperson
By: A Plyland Clerk	By: Mayor H. David Kelley, Jr.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:	APPROVED AS TO TERMS AND CONDITIONS  By:
County Attorney	Dennis L. Eshleman, Director Parks and Recreation Department

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

Name of Municipality: Lake Clarke Shores

Mailing Address: 1701 Barbados Road, Lake Clarke Shores, FL 33406

Name of Mayor: H. David Kelley, Jr. Name of City Manager: Joann Hatton

Project Liaison Information:

Name: Joann Hatton, Town Administrator

Telephone #: (561) 964-1515

Fax #: (561) 964-0685

e-mail: jhattonlcs@bellsouth.net

### **PROJECT INFORMATION**

- 1. Name of Project: Lake Clarke Shores 50<sup>th</sup> Anniversary Events
- 2. Project Description
  - General (Project Scope):

Celebration of the Town's 50th Anniversary

- Public Purpose: Multiple events celebrating the Town's 50th Anniversary
- Location: Town Hall, 1701 Barbados Road, LCS, FL 33406
   Town Parks
- Anticipated Number of Participants/Users: 3,000
- 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.

Movie Night at Memorial Park; Christmas Tree Lighting at Memorial Park; 6K race; Purchasenofocommemorative Fountain; Dedication Ceremony; Commemorative 50th Anniversary Booklet; Electrical; and paving, and other miscellaneous expenses for the Events.

- 4. Estimated Lump Sum Total for Project: \$ 30,000.00
- 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). 9/6/06 to July 1, 2008

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. <u>Do not submit reimbursement documentation at this time.</u> 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 XX

Amount of Recreation Assistance Program Funding awarded

\$ 20,000 District 3

Form available online by request. Contact Susan Yinger at <a href="mailto:syinger@pbcgov.com">syinger@pbcgov.com</a>

4

EXHIBIT A
Page 1



## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

### CONTRACT PAYMENT REQUEST

Date

Grantee			Project Name:	and the second s
Submission #: _	·		Reimbursement Period:	· · · · · · · · · · · · · · · · · · ·
tem	·	<u>Key</u>	Project Costs This Submission	Cumulative Project Costs
Contractual Serv	ices	(C)		
Salary & Wages	(% of salaries)	(S)	· · · · · · · · · · · · · · · · · · ·	· · ·
Materials, Suppli	es, Direct Purchases	(M)		-
Equipment		(E)		
ravel		(T)		
ndirect Costs		(1)		
	TOTAL PROJECT COSTS	3		
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases		
expenses were	ereby certify that the above incurred for the work identificated in the attached progress		been maintained as required	y that the documentation has d to support the project nd is available for audit upon
Administrator	Date		Financial Officer	Date

	Department Directo		Date	
	PBC Project Admin	istrator	Date	
Reviewed and Approved By:				
County Funds Due this Billing	\$		<del></del>	
County Funds Previously Disburse	d \$		,	
County Retainage ( %)	\$			
County Obligation To Date	\$	· .		
Total Project Costs To Date:	\$			
County Funding Participation	\$			



Key Legend
C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

**EXHIBIT B** 

	1 = Indirect Co	osts			-	Date		• •	
	Grantee:					Project	Name:	· · · · · · · · · · · · · · · · · · ·	
	Submittal #:					Contrac	t Reimburseme	ent Period:	<del></del>
			Check or \	oucher/		Invoice			
#	Payee (Vendor/Contractor)	Key	Number	Date	Nur	nber	Date	Amount	Expense Description
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	Certification: I hereby certify that the pur accomplishing this project.	chases n	oted above were	used in	Certificatio documenta request.	n: I hereby ation have b	certify that bid been maintained	tabulations, executed conditions as required to support the	tract, cancelled checks, and other purchasing e costs reported above and are available for audit upon
	Administrator		Date				Financial Officer	· · · · · · · · · · · · · · · · · · ·	Date

Page 2 of

#### 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 (cont'd.)

	***************************************		Cneck or voucner		IIIVOICE					
#_	Payee (Vendor/Contractor)	<u>Key</u>	Number	Date	, Number_	Date	Amount	Expense Description		
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				Carlos .						
				•		TOTAL \$				
	Certification: I hereby certify that the p	urchases r	noted above were	used in	Certification: I h	nereby certify tha	t bid tabulations,	executed contract, cancelled checks, and other		
	accomplishing this project.				purchasing doc	umentation have	been maintained	as required to support the costs reported above		
					and are availab	le for audit upon	request.			
			•							
	Administrator		Date			Financial Officer		Date		
	· · · · · · · · · · · · · · · · · · ·									

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STUART, FL 34994	·		INSURERS	AFFORDING COVERAG	GE
URED TOWN OF LAKE CLAR	KE SHORES, INCLUDED IN	INCOME IN	UALIFIED SELI		
SOUTH EAST RISK MA	NAGEMENT ASSOC. (SERMA)			SURPLUS LINES	
C/O EMPLOYERS MUT	UAL, INC.	INSURER C: C		CASUALTY COMPANY	
700 CENTRAL PARKW	AY	INSURER D:	LEXING	TON, RSUI/LANDMAR	K
STUART, FL 34994		INSURER E:			
ANY REQUIREMENT, TERM OR COM MAY PERTAIN. THE INSURANCE AF	ED BELOW HAVE BEEN ISSUED TO THE IN NOITION OF ANY CONTRACT OR OTHER ORDED BY THE POLICIES DESCRIBED H WN MAY HAVE BEEN REDUCED BY PAID	R DOCUMENT WITH HEREIN IS SUBJECT CLAIMS.	T TO ALL THE TER	MS, EXCLUSIONS AND CO	NAT DE ISSUED UN
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MWDD/YY)	LIMIT	
GENERAL LIABILITY				EACH OCCURRENCE	\$ 100/200
	COVERAGE IS PROVIDED IN	10/01/2006	10/01/2007	FIRE DAMAGE (Any one fire)	\$
CLAIMS MADE X OCCUP	ACCORDANCE WITH F.S.768.28			MED EXP (Any one person)	\$
	AND ZXB300915B			PERSONAL & ADV INJURY	\$
	LIMITS ARE PROVIDED PER	CLAIMANT	CLAIM	GENERAL AGGREGATE	\$
GEN L AGGREGATE LIMIT APPLIES PER POLICY PRO- JECT LOC	:			PRODUCTS - COMP/OP AGG	\$
AUTOMOBILE LIABILITY  X ANY AUTO	COVERAGE IS PROVIDED IN ACCORDANCE WITH F.S.768.28	10/01/2006	10/01/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 100/200
ALL OWNED AUTOS SCHEDULED AUTOS	AND ZXB300915B	OI AIRAARIT	CLAIM	BODILY INJURY (Per person)	\$
HIRED AUTOS NON-OWNED AUTOS	LIMITS ARE PROVIDED PER	CLAIMANT	CLAIM	BODILY INJURY (Per accident)	\$
	-			PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
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WORKERS COMPENSATION AND	W-128588925B	10/01/2006	10/01/2007	X WC STATU- TORY LIMITS OTH- ER	4 000 00
EMPLOYERS LIABILITY				E.L. EACH ACCIDENT	4 000 000
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