

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 15, 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 Manalapan for the period May 15, 2007, through September 1, 2007, in an amount not-to-exceed \$10,000 for the 2007 J. Turner Moore Memorial Library Lecture Series.

Summary: This funding is to offset the cost of the 2007 Library Lecture Series being held by the Town of Manalapan. The Library Lecture Series is anticipated to serve 275 participants from throughout the County. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to November 1, 2006. Funding is from the Recreation Assistance Program (RAP) District 4 Funds. District 4 (AH)


Background and Justification: The Town of Manalapan offers the annual Library Lecture Series at the J. Turner Moore Memorial Library. This Lecture Series provides the community with lectures on a wide range of subjects and is designed to expose Palm Beach County residents to the Manalapan Library and to stimulating speakers and ideas.

The total cost of the programs is estimated to be \$10,000 for speakers, lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker airline, meal and lodging expenses, and other miscellaneous expenses related to the program. The Agreement has been executed on behalf of the Town of Manalapan, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

4/24/07
Date

Approved by: 
Assistant County Administrator

5/7/07
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-R904-079-8101 \$10,000

C. Departmental Fiscal Review: _____ ckopelakis

III. REVIEW COMMENTS

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

Jim Orl 4-30-07
 OFMB
 4/27/07 CN 4/25/07

Jim J. Juehart 5/1/07
 Contract Development and Control
 E. Jones 5/1/07

B. Legal Sufficiency:

Anne Delgent 5/1/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF MANALAPAN
FOR FUNDING OF THE 2007 J. TURNER MOORE MEMORIAL LIBRARY LECTURE
SERIES**

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 Manalapan, a Florida municipal corporation, hereinafter referred to as "Manalapan".

WITNESSETH:

WHEREAS, Manalapan provides an annual Lecture Series, which is held at the J. Turner Moore Memorial Library in Manalapan; and

WHEREAS, the Lecture Series is anticipated to serve approximately two hundred seventy five (275) people from throughout the County; and

WHEREAS, the total cost of the 2007 Lecture Series is anticipated to be \$10,000 for lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker, airline, meal and lodging expenses, and other miscellaneous expenses related to the Lecture Series; and

WHEREAS, Manalapan has requested from County an amount not to exceed \$10,000 for the Lecture Series; and

WHEREAS, the County desires to fund the Lecture Series; and

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

WHEREAS, funding for the Lecture Series in the amount of \$10,000 is available from District 4 Recreation Assistance Program (RAP) reserves; and

WHEREAS, the County desires to fund the Lecture Series; 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 Manalapan to assist with funding of the Lecture Series for lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker, airline, meal and lodging expenses, and other miscellaneous expenses related to the Lecture Series, 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 Manalapan 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, is complete; 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 Manalapan. Said information shall list each invoice paid by Manalapan and shall include the vendor invoice number; invoice date; and the amount paid by Manalapan along with the number and date of the respective check or proof of payment for said payment. Manalapan shall attach a copy of each vendor invoice paid by Manalapan 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, Manalapan's Program Administrator and Project Financial Officer shall certify the total funds spent by Manalapan on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Manalapan and approved by Manalapan as indicated.

3. Manalapan incurred expenses for the Project beginning on November 1, 2006. Those costs incurred by Manalapan for the Project, approved and submitted accordingly by Manalapan subsequent to November 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 Manalapan 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. Manalapan 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. Manalapan shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be until September 1, 2007, commencing upon the date of execution by the parties hereto.

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

default. In the event Manalapan 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 Manalapan for the Project deemed to be in default and Manalapan shall return any County RAP funds already collected by Manalapan 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. Manalapan shall complete the Project by June 1, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of November 1, 2006, through June 1, 2007. Manalapan shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 1, 2007. Upon written notification to County at least ninety (90) days prior to that date Manalapan may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Manalapan's request for said extension.

11. In the event Manalapan 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 Manalapan. The determination that Manalapan has ceased or suspended the Project shall be made by County and Manalapan agrees to be bound by County's determination.

12. Manalapan 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 Manalapan. 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 Manalapan 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. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Manalapan 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 Manalapan, 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 Manalapan is eligible to receive reimbursement from the County.

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

Manalapan 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, Manalapan 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 Manalapan of its liability and obligations under this Agreement.

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

17. Manalapan 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 Manalapan, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Manalapan 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, Manalapan 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 Manalapan:

Town Manager
Town of Manalapan
3577 600 South Ocean Boulevard
Manalapan, Fl 33462

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

ATTEST:
By: *Katherine J. Jervis*
Town Clerk

TOWN OF MANALAPAN
By: *William J. DeJama*
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS
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 Manalapan**

Mailing Address: 600 South Ocean Boulevard, Manalapan, FL 33462

Name of Mayor: William E. Benjamin, II

Name of City Manager: Town of Manalapan

Project Liaison Information:

Name: Linda A. Stumpf

Telephone #: 561-383-2546

Fax #: 561-585-9498

e-mail: lstumpf@manalapan.org

PROJECT INFORMATION

1. Name of Project: 2006-2007 Library Lecture Series Program

2. Project Description

- General (Project Scope):

Provide the Community with a lecture series incorporating lectures on a wide range of subjects.

- Public Purpose:

The expose residents of Palm Beach County to the Manalapan Library and engaging speakers.

- Location:

J. Turner Moore Library
1330 Lands End Road
Manalapan, FL

- Anticipated Number of Participants/Users: 275

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.

Speakers: Tanya Aebi, Stuart Levine, Andrew Gross, Valerie Hemingway

Lecture refreshments, wait staff, equipment rental, printing supplies, postage, speaker airline, meal & lodging expenses, and other miscellaneous expense related to the program.

Speaker outline attached.

4. Estimated Lump Sum Total for Project: \$10,000.00

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). 11/01/06 to 6/1/07

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

EXHIBIT A

Page 1 of 2

**TOWN OF MANALAPAN
J. TURNER MOORE MEMORIAL LIBRARY
LECTURE SERIES**

Wednesday, January 17, 2007 6:00 pm

Speaker: Tanya Aebi

Program Summary: Tanya Aebi is the first American woman and the youngest person ever to circumnavigate the globe. She has written several books on the subject: Maiden Voyage, I've Been around the World and Taking the World by Storm. It should be quite an adventure to share in her adventures.

Wednesday, February 21, 2007 6:00 p.m.

Speaker: Stuart Levine

Program Summary: Mr. Levine is the former CEO of Dale Carnegie and Associates. He is now chairman and CEO of Stuart Levine and Associates, a consulting and leadership development company. He is a best selling author of The Six Fundamentals of Success. His newest book, Cut to the Chase and 99 other Rules to Liberate yourself and Gain back the Gift of Time will be released in January 2007. Levine shares his wisdom and practical advice on how the fundamental of success and maximizing your most precious resource-- your time--leads to a more meaningful and purposeful life. Find out the most current critical thinking from an expert that can be shared with your children and grandchildren to help them maximize their successes and have a happy, fulfilled life.

Wednesday, March 21, 2007 6:00 p.m.

Speaker: Andrew Gross

Program Summary: Andrew Gross has co authored several novels with localite James Patterson , among them 2nd Choice and The Jester. He is now writing his own book. It is a mystery scheduled for publication by April 1, 2007 and takes place in South Florida. We are working on getting some publishers editions which he could sign and distribute.

Wednesday, April 18, 2007 6:00 p.m.

Speaker: Valerie Hemingway

Program Summary: Valerie Danby was a reporter in Spain in the 50's when she met Ernest Hemingway. A relationship developed and for two years she traveled with Hemingway and his wife Mary as their personal assistant. In her book Running with the Bulls, she evokes the magic and pathos of the Hemingway era. She came by the name Hemingway by marrying and later divorcing Gregory, his youngest son. Critics say that her book is one of the best bios on Hemingway's ever written.

Estimated Budget Total \$10,000.00



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: _____

Check or Voucher

#	Payee (Vendor/Contractor)	Key	Number	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Invoice

Number	Date	Amount	Expense Description
TOTAL \$			

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

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.

Administrator

Date

Financial Officer

Date

CERTIFICATE OF COVERAGE

ISSUED ON 10/30/06

Designated Member
Town of Manalapan
 600 South Ocean Blvd.
 Manalapan, FL 334623398

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

Producer
Acordia Southeast
 501 S. Flagler Dr. #600
 West Palm Beach, FL 33401

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 0502015 06-05 **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 \$1,000,000 / \$2,000,000 \$2,500 Deductible
- Public Officials Liability
 Limit \$1,000,000 \$10,000 Deductible
- Employment Practices Liability
 Limit \$1,000,000 \$10,000 Deductible
- Employee Benefits Liability
 Limit \$1,000,000 / \$2,000,000 \$2,500 Deductible
- Law Enforcement Liability
 Limit \$1,000,000 \$5,000 Deductible

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

PROPERTY COVERAGE

- Buildings & Personal Property
 Limit Per schedule on file with Trust \$10,000 Deductible
Note: See coverage agreement for details on wind, flood, and other deductibles
- Rented, Borrowed and Leased Equipment
 Limit \$100,000 TIV See Schedule for Deductible
- All other Inland Marine
 Limit \$113,500 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE

Automobile Liability
 Limit \$1,000,000 \$1,000 Deductible

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

Automobile Physical Damage

- Comprehensive See Schedule for deductible
- Collision See Schedule for Deductible
- 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:

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
 C/O Parks & Recreation Department
 Attn: Administrative Support Manager/Susan Yinger
 2700 6th Ave. 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 Scholt
 AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE

ISSUED ON 3/30/07

Designated Member Town of Manalapan 600 South Ocean Blvd. Manalapan, FL 334623398	Administrator Public Risk Underwriters P.O. Box 958455 Lake Mary, FL 32795-8455	Producer Acordia Southeast 501 S. Flagler Dr. #600 West Palm Beach, FL 33401
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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: WC FL1 0502015 06-08 **COVERAGE PERIOD: FROM 10/01/2006 TO 10/01/2007 12:01 AM STANDARD TIME**

<p>LIABILITY COVERAGE</p> <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit	<p>WORKERS' COMPENSATION COVERAGE</p> <input type="checkbox"/> Self Insured Workers' Compensation Self Insured Retention
<input type="checkbox"/> Public Officials Liability Limit	<input checked="" type="checkbox"/> Statutory Workers' Compensation
<input type="checkbox"/> Employment Practices Liability Limit	<input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
<input type="checkbox"/> Employee Benefits Liability Limit	<p>AUTOMOBILE COVERAGE</p> <p>Automobile Liability Limit</p> <input type="checkbox"/> All Owned Autos
<input type="checkbox"/> Law Enforcement Liability Limit	<input type="checkbox"/> Specifically Described Autos
<p>PROPERTY COVERAGE</p> <input type="checkbox"/> Buildings & Personal Property Limit	<input type="checkbox"/> Hired Autos
<p><i>Note: See coverage agreement for details on wind, flood, and other deductibles</i></p> <input type="checkbox"/> Rented, Borrowed and Leased Equipment Limit	<input type="checkbox"/> Non-Owned Autos
<input type="checkbox"/> All other Inland Marine Limit	<p>Automobile Physical Damage</p> <input type="checkbox"/> Comprehensive
	<input type="checkbox"/> Collision
	<input type="checkbox"/> 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:

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Certificate Holder Palm Beach County Dept. of Parks & Recreation 2700 6 th Ave. South Lake Worth, FL 33461	<p>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.</p> <p style="text-align: center;"><i>Michael S. Scott</i></p> AUTHORIZED REPRESENTATIVE
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