

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 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: **A)** Agreement with the City of Belle Glade for the period July 10, 2007, through December 30, 2008, in an amount not-to-exceed \$57,015 for Airport Park lighting improvements; and **B)** Budget Transfer in the amount of \$17,015 within the Capital Outlay Fund from the CCRT Recouped Funding reserves to the City of Belle Glade Lighting Improvement Project.

**Summary:** This funding is to help offset the cost of lighting improvements to Belle Glade's Airport Park which are necessary in order to provide improved lighting for the City's Youth League Program. The Youth League Program at Airport Park serves approximately 300 children and youth annually. In addition to \$40,000 from the Recreation Assistance Program (RAP) - District 6, The Office of Community Revitalization (OCR) is requesting a budget transfer of \$17,015 from the Capital Outlay Fund, for a total project allocation of \$57,015. This Agreement allows for the reimbursement of eligible project costs incurred by Belle Glade subsequent to January 8, 2007. District 6 (AH)

**Background and Justification:** The Board of County Commissioners (BCC) created OCR in 2003 to administer and coordinate community revitalization initiatives within the unincorporated areas of Palm Beach County and the Lake Region municipalities of South Bay, Pahokee, and Belle Glade. The OCR receives an annual allocation of general funds which are utilized in partnership with funding from other County departments to initiate and complete community and neighborhood revitalization projects, such as: paving; drainage; water and sanitary sewer systems; neighborhood parks; community centers; land acquisition; and feasibility studies. At times, County funds are not fully expended for a particular project, due to lower than expected costs and certain projects need additional funding to complete. The remaining funding is then re-allocated to the Capital Outlay Fund CCRT Recouped Funding reserves, and OCR later recommends to the BCC which community improvement projects should receive additional funding. OCR is now recommending the allocation of \$17,015 from that account to assist the City of Belle Glade with the lighting improvements at the City's Airport Park to address safety issues. The lighting improvement project is anticipated to cost approximately \$91,500 for wiring, ballasts, fixtures, poles, and other miscellaneous expenses associated with the project. CCRT/OCR funding of \$17,015 and RAP-District 6 funding of \$40,000 will help the City to offset costs it expends for this project.

The Agreement has been executed on behalf of the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. Agreement
2. Budget Transfer

Recommended by:   
Department Director

6/15/07  
Date

Approved by:   
Assistant County Administrator

6/24/07  
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>57,015</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>
<b>NET FISCAL IMPACT</b>	<b><u>57,015</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

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

OCR Capital Outlay Fund	3900-366-X006-9909	\$17,015
RAP - District 6	3600-583-R906-129-8101	<u>\$40,000</u>
	Total	<u>\$57,015</u>

C. Departmental Fiscal Review:                     chapelakis                    

**III. REVIEW COMMENTS**

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

*[Handwritten signatures and dates]*  
 OFMB 6/22/07 *ms CN 6/20/07 6/19/07*  
 Contract Development and Control 6/25/07

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

Anne Delmont 6/26/07  
Assistant County Attorney

**C. Other Department Review:**

*RMOR 6/12/07*  
                    Houston L Tate                      
Department Director

REVISED 10/95  
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BELLE GLADE FOR FUNDING OF AIRPORT PARK LIGHTING IMPROVEMENTS**

**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 Belle Glade, a Florida Municipal Corporation, hereinafter referred to as "Belle Glade".

**WITNESSETH:**

**WHEREAS**, Belle Glade is making improvements to Airport Park to repair existing lighting and replace light poles at the Airport Park softball fields; and

**WHEREAS**, the improvements are required in order to provide adequate lighting for the City's Youth League Program that takes place at night; and

**WHEREAS**, the Youth League Program serves approximately three hundred (300) children and youth annually, and

**WHEREAS**, the Airport Park lighting improvements project is anticipated to cost approximately \$91,500 to install new wiring, ballasts, fixtures, poles, and other miscellaneous expenses associated with the lighting repair and replacement project; and

**WHEREAS**, Belle Glade has requested from County an amount not-to-exceed \$57,015 to help offset costs for lighting improvements to Airport Park; and

**WHEREAS**, County desires to provide funding to help offset costs for the Airport Park lighting improvements; and

**WHEREAS**, funding for said program in an amount not to exceed \$57,015 is available from the Recreation Assistance Program (RAP) – District 6 (\$40,000) and the Countywide Community Revitalization Team (CCRT) Capital Outlay Fund (\$17,015); and

**WHEREAS**, recreational facilities for children and youth 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 \$57,015 to Belle Glade for improvements at Airport Park to repair existing lighting and replace three light poles to include installation of new wiring, ballasts, fixtures, poles, and other miscellaneous

expenses relating to the project, 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 Belle Glade 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 Belle Glade. Said information shall list each invoice paid by Belle Glade and shall include the vendor invoice number; invoice date; and the amount paid by Belle Glade along with the number and date of the respective check or proof of payment for said payment. Belle Glade shall attach a copy of each vendor invoice paid by Belle Glade 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, Belle Glade's Program Administrator and Project Financial Officer shall certify the total funds spent by Belle Glade on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Belle Glade and approved by Belle Glade as indicated.

3. Belle Glade incurred expenses for the Project beginning on January 8, 2007. Those costs incurred by Belle Glade for the Project, approved and submitted accordingly by Belle Glade subsequent to January 8, 2007, 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 Belle Glade 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. Belle Glade 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. Belle Glade shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be for ten (10) years, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Belle Glade is in default of its obligations under this Agreement, the County shall provide Belle Glade thirty (30) days written notice to cure the default. In the event Belle Glade 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 Belle Glade for the Project deemed to be in default and Belle Glade shall return any County RAP funds already collected by Belle Glade 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. Belle Glade shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 8, 2007, through September 30, 2008. Belle Glade 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, 2008. Upon written notification to County at least ninety (90) days prior to that date Belle Glade may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Belle Glade's request for said extension.

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

12. Belle Glade 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 Belle Glade. 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 Belle Glade 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. It is agreed County's sole liability and responsibility in regards to the Project is limited to funding, as provided in Section 1 herein above. 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, Belle Glade 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 Belle Glade, its agents, servants and/or employees in the performance of this Agreement or any law suit brought by a third party relating to the improvements at Airport Park. 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 Belle Glade is eligible to receive reimbursement from the County.

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

Belle Glade 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, Belle Glade 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 Belle Glade of its liability and obligations under this Agreement.

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

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

18. The County and Belle Glade 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, Belle Glade 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

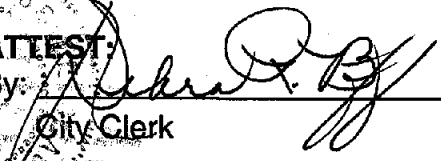
As to Belle Glade:  
City Manager  
City of Belle Glade  
110 S.W. Dr. Martin Luther King Boulevard  
Belle Glade, FL 33430

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

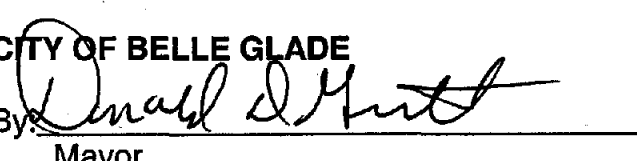
**ATTEST:**  
By:   
City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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

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

By: \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

**CITY OF BELLE GLADE**  
By:   
Mayor

**APPROVED AS TO TERMS AND CONDITIONS:**

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



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

Name of Municipality: City of Belle Glade
Mailing Address: Dr. Martin Luther King Jr Blvd. West
Belle Glade, FL 33430

Name of Mayor: Dr. Ray Torres Sanchez
Name of City Manager: Newall J. Daughtrey

Project Liaison Information:
Name: Dante Dowers
Telephone #: (561) 992-1622
Fax #: (561) 992-2221
e-mail: ddowers@belleglade-fl.com

PROJECT INFORMATION

1. Name of Project: Airport Park Lighting Improvements

2. Project Description
• General (Project Scope):
The scope of this project is to repair existing lighting and replace light poles at Airport Park softball fields.

• Public Purpose:
To provide adequate lighting for the City's Youth League Program that takes place at night.

• Location:
Airport Park (Belle Glade)

• Anticipated Number of Participants/Users:
300 Plus kids

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.

Install new wiring, ballast, fixtures that's within parameters of the project budget.

poles, and other miscellaneous expenses

4. Estimated Lump Sum Total for Project: \$ 91,500

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). January 8, 2007 to September 30, 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. 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 [checked]

Not-to-Exceed Amount of Recreation Assistance Program Funding awarded:
\$ 40,000
District 6
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbccgov.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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

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 \_\_\_\_\_





<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 01/11/07
PRODUCER 1-800-524-0191 Arthur J. Gallagher Risk Management Services Arthur J. Gallagher & Co. (Florida) 7380 W. Sand Lake Road Suite 390 Orlando, FL 32819 Andrew J. Cooper	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.	
INSURED City of Belle Glade Public Risk Management 110 Dr Martin Luther King Jr Belle Glade, FL 33430	INSURERS AFFORDING COVERAGE	
	INSURER A: Public Risk Management	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC #

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR ADD'L LTR INTRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG	PRM06-010	10/01/06	04/01/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Nil PRODUCTS - COMP/OP AGG \$
	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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 With respects to General Liability Coverage as evidenced herein as required by written contract regarding the repair of existing lighting and replacement of 1 light poles at Airport Park Softball fields as held by the above named insured.

**CERTIFICATE HOLDER**

City of Belle Glade  
 Recreation Dept  
 Dante Downs  
 110 Dr. MLK Jr. Blvd. West  
 Belle Glade, FL 33430

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *A. Cooper*

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/07

**PRODUCER** 1-800-524-0191  
Arthur J. Gallagher Risk Management Services  
Arthur J. Gallagher & Co. (Florida)  
7380 W. Sand Lake Road  
Suite 390  
Orlando, FL 32819  
Greg Butterfield

**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.**

**INSURED**  
City of Belle Glade  
Public Risk Management  
110 Dr Martin Luther King Jr  
Belle Glade, FL 33430

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Public Risk Management	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

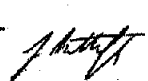
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM06-010	10/01/06	04/01/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Nil PRODUCTS - COMPOP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PRM06-010	10/01/06	04/01/08	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PRM05-010	10/01/06	04/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 With respect to general liability, auto liability, and workers' compensation coverages as evidenced herein as required by written contract with regards to Palm Beach County District 6 Recreation Belle Glade Marina Project-Phase I.

## CERTIFICATE HOLDER

Palm Beach County Department of Parks and Recreation  
 2700 6th Ave South  
 Lake Worth, FL 33461  
 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE 

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



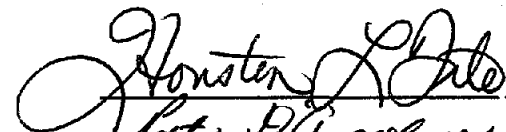

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER**

BGEX 366 031207\*1196

**FUND 3900 - Capital Outlay**

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/12/07	REMAINING BALANCE
<b><u>Airport Park Lighting Improvements</u></b>								
3900-366-X141-8101	Contributions Othr Govtl Agency	0	0	17,015	0	17,015		17,015
<b><u>CCRT Recouped Funding</u></b>								
3900-366-X006-9909	Res-Improvement Progrm	791,774	968,206	0	17,015	951,191	0	951,191
<b>TOTAL</b>				17,015	17,015			

Office of Community Revitalization  
**INITIATING DEPARTMENT/DIVISION**  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures	Date
	6/12/07
	06/12/07

By Board of County Commissioners  
At Meeting of  
July 10, 2007  
Deputy Clerk to the Court