Agenda Item #: 3.M.4.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 2, 2007	[X] 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 City of Lake Worth for the period October 2, 2007, through December 1, 2008, in an amount not-to-exceed \$37,000 for Northwest Park ballfield improvements.

Summary: This funding is to help offset the cost of improvements to the Northwest Park ballfields located at A Street and 22nd Avenue in Lake Worth. The fields include nine (9) baseball/softball fields as well as a playground and open space. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to August 1, 2007. Funding for this project was allocated prior to the District 3 appointment of Commissioner Kanjian. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. <u>District 3</u> (AH)

Background and Justification: Lake Worth owns and operates the Northwest Park ballfields, which are used by Lake Worth High School for baseball practice and games, American Legion Baseball for practice and games, and local youth baseball and softball associations for recreational sports and tournaments. The repairs to Northwest Park will make the facility safer and more usable by providing repairs to the lighting system at Dick Brown Field, replacement of backstop and partial fencing on Field 4, demolishing old bleachers and backstop at Field 8, and other miscellaneous improvements.

The total estimated cost of the Northwest Park Base ballfield improvements project is estimated to be approximately \$47,000 for professional contract services, capital outlay, repair costs, and other miscellaneous expenses associated with the project. The \$37,000 in funding from RAP – District 3 will offset a portion of this amount. The Agreement has been executed on behalf of the City of Lake Worth, and now needs to be approved by the Board of County Commissioners.

The completion term of the Agreement is December 1, 2008. The compliance term is for ten (10) years from the approval of this Agreement, or until October 1, 2017, in accordance with industry standards for this type of capital project.

Attachment: Agreement

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of	Fiscal Imp	ect:			
Fis	cal Years	2008	2009	2010	2011	2012
Op Ext Pro	pital Expenditures erating Costs ternal Revenues ogram Income (County) Kind Match (County)	-0- 37,000 -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-
NE	T FISCAL IMPACT	<u>37,000</u>	0	0	0	0
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	tem Included in Curren dget Account No.:		0 Departmen	t <u>583</u> Units	<u>R903</u>	
B.	Recommended Source	es of Fund	s/Summary of	Fiscal Impact	:	
	Recreation Assistance	e Program				
	District 3	3600-583-	R903-044-8101		\$37,000	
C.	Departmental Fiscal R	eview:	C	kopelakis	<u>y</u>	-
		<u>III.</u>	. REVIEW COM	<u>MENTS</u>		
A.	OFMB Fiscal and/or C	ontract De	velopment and	Control Com	ments:	
M	9-20 BMB	Chalm	11 (Contract Devel	opprient and Cor	-9124)01 ntrol
В.	Legal Sufficiency:			This Co	ntract complies with a review requirements.	our
a_{2}	nne delgant 9 Assistant County Attorne	<u>/27/07</u>				
C.	Other Department Rev	view:				

REVISED 10/95 ADM FORM 01

Department Director

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AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF LAKE WORTH FOR FUNDING OF NORTHWEST PARK BALL FIELD 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 Lake Worth, a Florida Municipal Corporation, hereinafter referred to as "Lake Worth".

WITNESSETH:

WHEREAS, Lake Worth owns and operates Northwest Park located at "A" Street and 22nd Avenue in the northwest section of Lake Worth; and

WHEREAS, the Northwest Park ball fields include nine baseball/softball fields on the property as well as a playground and open park space; and

WHEREAS, the Northwest Park ball fields are used by Lake Worth High School for baseball practice and games, American Legion Baseball for practice and games, and local youth baseball and softball associations for recreational sports and tournaments; and

WHEREAS, the Northwest Park ball fields are in need of repairs and renovations in order to make the facility safer and more usable by the community; and

WHEREAS, ball field improvements are estimated to cost approximately \$47,000 for repairs to the lighting system on Dick Brown Field, replacement of backstop and partial fencing on field 4, demolishing old bleachers and backstop at field 8, and other miscellaneous improvements;

WHEREAS, the ball fields are used by approximately 5,000 players annually; and WHEREAS, Lake Worth has requested from County an amount not-to-exceed \$37,000 to help offset costs for expenses for repairs and renovations to the Northwest Park ball fields for professional contract services, capital outlay, repair costs, and other miscellaneous expenses; and

WHEREAS, County desires to provide funding to offset costs for Northwest Park ball field improvements; and

WHEREAS, funding for Northwest Park ball field improvements in an amount not-to-exceed \$37,000 is available from the Recreation Assistance Program (RAP) – District 3; and

WHEREAS, Lake Worth's recreational facilities 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 \$37,000 to Lake Worth for improvements to the Northwest Park ball fields for professional contract services, capital outlay, repair costs, and other miscellaneous expenses, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".
- 2. County will use its best efforts to provide said funds to Lake Worth 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 Worth. Said information shall list each invoice paid by Lake Worth and shall include the vendor invoice number; invoice date; and the amount paid by Lake Worth along with the number and date of the respective check or proof of payment for said payment. Lake Worth shall attach a copy of each vendor invoice paid by Lake Worth 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 Worth's Program Administrator and Project Financial Officer shall certify the total funds spent by Lake Worth on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Lake Worth and approved by Lake Worth as indicated.
- 3. Lake Worth incurred expenses for the Project beginning on August, 1, 2007. Those costs incurred by Lake Worth for the Project, approved and submitted accordingly by Lake Worth subsequent to August 1, 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 Lake Worth 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 Worth 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 Worth 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 Lake Worth is in default of its obligations under this Agreement, the County shall provide Lake Worth thirty (30) days written notice to cure the default. In the event Lake Worth 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 Worth for the Project deemed to be in default and Lake Worth shall return any County RAP funds already collected by Lake Worth 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 Worth shall complete the Project by September 1, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 1, 2007, through September 1, 2008. Lake Worth 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 1, 2008. Upon written notification to County at least ninety (90) days prior to that date Lake Worth may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Lake Worth' request for said extension.
- 11. In the event Lake Worth 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 Worth. The determination that Lake Worth has ceased or suspended the Project shall be made by County and Lake Worth agrees to be bound by County's determination.
- 12. Lake Worth 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 Worth. 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 Worth 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 Worth 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 Worth, 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 Worth 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 Worth 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 Worth 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 Worth shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Lake Worth 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 Worth 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 Worth of its liability and obligations under this Agreement.

- 16. Upon request by County, Lake Worth shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 17. Lake Worth 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 Worth, 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 Worth 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 Worth 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 Departmen
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Lake Worth:

City Manager City of Lake Worth 7 North Dixie Highway Lake Worth, FL 33460

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
Ву:	By
Deputy Clerk	Commissioner Addie L. Greene, Chairperson
ATTEST. By: L'anelo Rope De	OF LAKE WORTH
-Deputy Clerk (120)	Jan Jan
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APPROVED AS TO FORM TO SELECTION OF A SELECTION OF	ABORDED AS TO TERMS AND CONDITIONS
By:	TE OF STATE
County Attorney	Dennis L. Eshleman, Director
	Parks and Recreation Department

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

Name of Municipality: Lake Worth

Mailing Address: 7 North Dixie Highway, Lake Worth, FL 33460

Name of Mayor: Jeff Clemens

Name of City Manager: Robert Baldwin

Project Liaison Information:

Name: Daryl Boyd
Telephone #: 561, 533, 7350

Telephone #: 561-533-7359 Fax #: 561-533-7371

e-mail: <u>dboyd@lakeworth.org</u>

PROJECT INFORMATION

- 1. Name of Project: Northwest Park Ball Field development
- 2. Project Description
 - General (Project Scope):

This project entails repairs and renovations to Northwest Park in order to make the facility safer and more usable by the community. Improvements include:

- Repairs to the lighting system on Dick Brown Field.
- Replace backstop and partial fencing on Field 4.
- Demolish old bleachers and backstop located at Field 8 that have become hazardous.
- Public Purpose:

Northwest Park is primarily a sports complex located in the north end of Lake Worth. There are a total of nine baseball/softball fields on the property as well as a playground and open park space. The fields are used by Lake Worth High School baseball for practice and games, American Legion Baseball for practice and games, and local youth baseball and softball associations for recreational sports and tournaments. The open park space and playgrounds are open to public use. The fields can be reserved by the general public through the Recreation Department.

- Location:
 - The park is located at "A" Street and 22nd Avenue North in the North-west section of Lake Worth.
- Anticipated Number of Participants/Users: Approximately 5,000 users annually.
- 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". <u>Do not include expenditure line item budget/ amounts.</u>
 - Professional contract services
 - Capital outlay
 - Repair costs
 - Other miscellaneous project costs
- 4. Estimated Lump Sum Total for Project: \$ 47,000
- 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). August 1, 2007 to September 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. 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	_X

Amount of Recreation Assistance Program Funding awarded

\$ <u>37,000</u> District <u>3</u>



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

		Date	
		Project Nam	ne:
		Reimbursement Perio	od:
	Key	Project Costs This Submission	Cumulative Project Costs
ces	(C)		
% of salaries)	(S)		
es, Direct Purchases	(M)		
	(E)		·
	(T)		
	(1)		
TOTAL PROJECT COS	тs		· · · · · · · · · · · · · · · · · · ·
C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs	Purchases		
ncurred for the work identi	fied as	been maintained as	by certify that the documentation has required to support the project above and is available for audit upon
Date)	Financial Officer	Date
		PBC USE ONLY	
	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs ereby certify that the above accurred for the work identified in the attached progre	Ces (C) (% of salaries) (S) es, Direct Purchases (M) (E) (T) (I) TOTAL PROJECT COSTS C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs ereby certify that the above incurred for the work identified as ined in the attached progress Date	Reimbursement Period Reimbursement Period Reimbursement Period Project Costs This Submission Ces (C) % of salaries) (S) Es, Direct Purchases (M) (E) (T) (I) TOTAL PROJECT COSTS C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel I = Indirect Costs Ereby certify that the above incurred for the work identified as aned in the attached progress Poate Date Financial Officer

	PBC USE ONLY	
County Funding Participation	\$	
Total Project Costs To Date:	\$	
County Obligation To Date	\$	
County Retainage (%)	\$	
County Funds Previously Disburse	d \$	
County Funds Due this Billing	\$	
Reviewed and Approved By:		
	PBC Project Administrator	Date
<u> </u>	Department Director	Date



<u>Key Legend</u>
C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B

	T = Travel I = Indirect C	osts				Dete	_	
		***************************************		. !		Date		
	Grantee:					Project Name:		
	Submittal #:				<u>.</u>	Contract Reimbursen	nent Period:	
			Check or \	Voucher		Invoice		
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	Certification: I hereby certify that the pure accomplishing this project.	chases n	oted above were	used in	Certification: documentation request.	I hereby certify that bid n have been maintaine	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

Key Legend

C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

G:\SYINGER\FORMS\3 Pg - Exhibit B.xls

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

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	Certification: I hereby certify that the pu	ırchases no	oted above were	used in	Certification: I h	ereby certify tha	t bid tabulations, e	xecuted contract, cancelled checks, and other
	accomplishing this project.							as required to support the costs reported above
					and are available	e for audit upon	request.	
	Administrator		Date		<u>, - ,,,</u>	Financial Officer		
	Commendator		Date					

Page 3 of

A	CORD CERTIF	ICATE OF LIABIL	ITY INSU	JRANCE		DATE (MM/DD/YY) 12/04/2006
ROD El	UCER MPLOYERS MUTUAL, INC. 10 CENTRAL PARKWAY FUART, FL 34994	Serial # B2207	THIS CERTI	FICATE IS ISSU CONFERS NO HIS CERTIFICA COVERAGE A	JED AS A MATTER OD RIGHTS UPON THATE DOES NOT AMERICAN THE POTENTIAL PROPERTY OF THE POTENTIAL COVERACY.	ND, EXTEND OR OLICIES BELOW.
NSUF	RED CITY OF LAKE WORTH,	INCLUDED IN	INSURER A: QI	JALIFIED SELF	-INSURER	
1001		AGEMENT ASSOC. (SERMA)	INSURER B: W	ESTCHESTER	SURPLUS LINES	
	C/O EMPLOYERS MUTU		INSURER C: CO		ASUALTY COMPANY	
	700 CENTRAL PARKWA		INSURER D:	LEXING	TON, RSUI/LANDMAR	K
	STUART, FL 34994		INSURER E:	<u>, , , , , , , , , , , , , , , , , , , </u>		
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ISR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MW/DD/YY)	LIMIT	
	GENERAL LIABILITY		4		EACH OCCURRENCE	\$ 100/200*
A B	X COMMERCIAL GENERAL LIABILITY		10/01/2006	10/01/2007	FIRE DAMAGE (Any one fire)	\$
י בו	CLAIMS MADE X OCCUR	ACCORDANCE WITH F.S.768.28 *\$100,000/\$200,000			MED EXP (Any one person) PERSONAL & ADV INJURY	\$ \$
		LIMITS ARE PROVIDED PER			GENERAL AGGREGATE	\$
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	POLICY PRO- LOC					
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			·		PROPERTY DAMAGE (Per accident)	\$
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С	EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$ 1,000,000
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